



2014-15  
MONTHLY  
FINANCIAL REPORT

AS OF  
September 30, 2014

Prepared by: Finance

October 27, 2014  
Cottonwood Heights

The Honorable Mayor and Members of the City Council:

The monthly financial report for the 2014-2015 fiscal year, month ending September 30, 2014 is presented for your review and comment. Annual Financial Statements have been started to be compiled and the independent auditors are here this week.

**General Fund – Revenue**

Real Property Taxes - Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with current monthly revenues, if any.

Sales Tax Collections – Collections for the city occur two months behind the merchant's collection and two months of distribution for fiscal year 2015 have been received. Currently collections are 102 percent of the prior year.

E911 Emergency Fees – The City continues to receive a part of the E911 revenues generated on telephones within the City boundaries.

Fee-In-Lieu of Property Taxes – Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with any current monthly revenues.

Franchise Taxes (Cable TV) – This revenue source reports and pays on a quarterly basis and will first show on our October or November Financial Report. This revenue continues to increase slightly year over year.

Transient Room Tax Collections – This tax collection is reported by entities on the same schedule as general sales tax reporting.

Licenses and Permits –Business Licensing' activity is on target. Building permits have started this year on target. Road Cuts revenues are billed monthly along with over the counter payments. Animal licensing collections are entering their seventh year.

Intergovernmental Revenues – Class C road funds are paid bi-monthly. Liquor Funds are distributed once a year in December. Other Federal Grants (CDBG) are reimbursed to the City as expenses are submitted for funding.

Charges for Service – Zoning revenues are on target for the year. Billings for annual inspections of short term rentals as part of their annual business licensing have been correctly reflected as a current July revenue.

Fines and Forfeitures – Primary revenues from tickets processed through Holladay Justice court are reconciled and collected quarterly.

Miscellaneous/Interest – The interest earnings on our PTIF account with the State Treasurer is split among General Fund and Capital Projects Fund and other designated fund balances. Total earnings in all funds in the PTIF for the fiscal year are \$8,850 and are mostly credited to Capital Projects Fund balance.

### **General Fund – Expenditures**

General Government – All department expenditures are within budgeted amounts. Some departments have large annual expenditures during the first period of the year.

Public Safety - The Public Safety department includes police, fire and ordinance enforcement. The police department is within budget year to date. The fire department is billed quarterly and reflects payments for services through fiscal year-end September 30<sup>th</sup>. Ordinance Enforcement is within budget.

Highways & Public Improvements – Public Works expenditures are within budget. Impact Fee Programs include both Storm Water and Transportation fee projects. The Class C Road program budget is primarily for street lighting, water and the Salt Lake County Public Works roads contract.

Community and Economic Development - All department expenditures are within budget.

Debt Service - The City has a capital lease for leased public safety vehicles. Interest on this debt is accrued to the fiscal year in which it was earned.

### **General Fund - Other Financing Sources and Uses**

Unrestricted General Fund Balance Appropriated – This budgeted balance has been budgeted at \$471,063 from fiscal year 2014 fund balance.

Appropriated Beg Balances – Class C Road funds' carried forward from the prior year is estimated at zero.

Transfers - Transfers to the Capital Projects fund are budgeted and primarily expended at year-end when available funds are known. There is no budgeted transfer to Capital Projects.

### **General Fund – Fund Balance**

Fund Balance - The Beginning Balance of Unrestricted funds for fiscal year 2015 is currently estimated at \$2,402,198. Of this amount, the Unrestricted Assigned General Fund Balance is a 6.0 percent reserve of \$924,392. Of the remaining funds, \$471,063 has been appropriated in the current budget.

### **Capital Projects – Revenue**

Revenue - Interest calculations are based on the PTIF earnings rate at the State of Utah Treasurer's Pool account for the City. Impact fees are collected on new development permits as they are issued. There is also a budgeted CDBG grant.

### **Capital Projects - Expenditures**

General Government – This budget includes \$15,836,906 for projects and engineering. Various projects are itemized as line items in this report.

### **Capital Projects – Other Financing Sources / Uses**

Transfers from General Fund – There is no budgeted transfer from the General Fund. Any possible transfers in the fiscal year will be made when annual revenues and expenditures are known and available funds are known at year end.

Reimbursements – Sales Tax Revenue Bonds – These funds come from the Sale Tax Revenue Bonds issued July 2, 2014. Reimbursements of amounts spent in fiscal year 2014 have been reimbursed in fiscal year 2015. Future expenditures that are to be covered by bond proceeds, will be reimbursed as requests are submitted.

Unrestricted Assigned Capital Projects Appropriated Beg Bal – The current estimated amount of \$15,635,855 represents the prior year's estimated ending fund balance and includes available sales tax revenue bond revenues of \$10,460,959. It has been calculated that there is an additional \$1,264,700 of unspent funds remaining from fiscal year 2014. All prior budgeted capital projects that were unspent in fiscal year 2014 will be reviewed and re-appropriated through budget amendments in 2015 along with any additional available funds.

### **Employee Benefits Fund – an Internal Service Fund**

The purpose of this fund is to pay as you go with regards to employee's accrued benefits. This report shows the total balance in the PTO liability account and any uses during the reporting period. The year-end calculated amount of the potential future liability for lump sum payouts has been funded. By doing so the City should never find itself with an unexpected or unfunded employee benefit liability. This was funded \$1,597.01 in FY 2014 based on actual accrued employee PTO (Personal Time Off) and is budgeted to receive an additional \$104,371 funding at year-end, but this annual amount may be reduced in the future when additional actual needs are reassessed. Current funded liability balance is \$317,628.

**Community Events & Activity Summary**

This report is a compilation of various activities that are tracked to collect data by project or activity. The amounts shown are as of the date of the report.

Sincerely,

A handwritten signature in cursive script that reads "Steve Fawcett". The signature is written in dark ink and is positioned above the printed name.

Steve Fawcett  
Finance Director  
Cottonwood Heights  
*"City between the Canyons"*

## COTTONWOOD HEIGHTS

## 11 - GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING September 30, 2014

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REVENUES	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>TAXES</b>							
REAL PROPERTY TAXES	\$ 6,589,477	\$ 6,589,477	\$ 20,239	\$ 385,896	\$ -	\$ (6,203,581)	6%
GENERAL SALES AND USE TAXES	5,300,000	5,300,000	431,377	431,377	-	(4,868,623)	8%
E911 EMERGENCY TELEPHONE FEES	265,000	265,000	23,473	23,473	-	(241,527)	9%
FEE-IN-LIEU OF PROPERTY TAXES	390,000	390,000	32,727	248,672	-	(141,328)	64%
FRANCHISE TAXES - CABLE TV	331,700	331,700	-	-	-	(331,700)	0%
INNKEEPER TAX	25,000	25,000	1,378	1,378	-	(23,622)	6%
<b>TOTAL TAXES</b>	<b>12,901,177</b>	<b>12,901,177</b>	<b>509,192</b>	<b>1,090,795</b>	<b>-</b>	<b>(11,810,382)</b>	<b>8%</b>
<b>LICENSES AND PERMITS</b>							
BUSINESS LICENSES AND PERMITS	220,000	220,000	2,104	54,532	-	(165,468)	25%
BUILDINGS, STRUCTURES AND EQUIPMENT	405,600	405,600	21,138	98,081	-	(307,519)	24%
ROAD CUT FEES	35,000	35,000	2,025	5,875	-	(29,125)	17%
ANIMAL LICENSES	10,000	10,000	992	3,233	-	(6,767)	32%
<b>TOTAL LICENSES AND PERMITS</b>	<b>670,600</b>	<b>670,600</b>	<b>26,259</b>	<b>161,721</b>	<b>-</b>	<b>(508,879)</b>	<b>24%</b>
<b>INTERGOVERNMENTAL REVENUE</b>							
FEDERAL GRANTS	-	-	-	-	-	-	0%
JUSTICE ASSISTANCE GRANT	-	-	-	-	-	-	0%
BVP - Bullet Proof Vest Program	-	-	-	-	-	-	0%
CRIME VICTIM ASSISTANCE GRANT	20,000	20,000	-	-	-	(20,000)	0%
HOMELAND SECURITY GRANTS	-	-	-	-	-	-	0%
STATE CLICK IT TICKET	-	-	-	-	-	-	0%
HIGHWAY SAFETY DUI OT GRANT	-	-	-	-	-	-	0%
JUV ALC ENF - EZ GRANT	-	-	3,599	3,599	-	3,599	0%
CLASS C ROADS	1,090,000	1,090,000	-	-	-	(1,090,000)	0%
LIQUOR FUND ALLOTMENT	45,000	45,000	-	-	-	(45,000)	0%
LOCAL GRANTS	-	-	-	3,887	-	3,887	0%
MISC LOCAL GRANTS	-	-	-	-	-	-	0%
ULGT GRANT	-	-	-	-	-	-	0%
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>1,155,000</b>	<b>1,155,000</b>	<b>3,599</b>	<b>7,487</b>	<b>-</b>	<b>(1,147,513)</b>	<b>1%</b>
<b>CHARGES FOR SERVICE</b>							
ZONING AND SUB-DIVISION FEES	60,000	60,000	1,710	43,297	-	(16,703)	72%
SALE OF MAPS AND PUBLICATIONS	-	-	-	36	-	36	0%
VARIOUS OTHER FEES	5,500	5,500	1,300	2,550	-	(2,950)	46%
<b>TOTAL CHARGES FOR SERVICE</b>	<b>65,500</b>	<b>65,500</b>	<b>3,010</b>	<b>45,883</b>	<b>-</b>	<b>(19,617)</b>	<b>70%</b>
<b>FINES AND FORFEITURES</b>							
COURT'S FINES	535,000	535,000	64	128	-	(534,872)	0%
FORFEITURES	-	-	-	8,251	-	8,251	0%
<b>TOTAL FINES AND FORFEITURES</b>	<b>535,000</b>	<b>535,000</b>	<b>64</b>	<b>8,378</b>	<b>-</b>	<b>(526,622)</b>	<b>2%</b>
<b>MISCELLANEOUS REVENUE</b>							
INTEREST REVENUES	14,000	14,000	(863)	1,089	-	(12,911)	8%
MISCELLANEOUS REVENUES	35,853	35,853	586	2,251	-	(33,602)	6%
SALE OF SURPLUS ASSETS	-	-	-	15,286	-	15,286	0%
POLICE RECORDS REVENUES	15,000	15,000	1,140	2,017	-	(12,983)	13%
EVENT REVENUES	14,401	14,401	-	22,263	-	7,862	155%
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>79,254</b>	<b>79,254</b>	<b>863</b>	<b>42,907</b>	<b>-</b>	<b>(36,347)</b>	<b>54%</b>
<b>TOTAL REVENUES</b>	<b>\$ 15,406,531</b>	<b>\$ 15,406,531</b>	<b>\$ 542,988</b>	<b>\$ 1,357,170</b>	<b>\$ -</b>	<b>\$ (14,049,361)</b>	<b>9%</b>

FOR ADMINISTRATION USE ONLY

25% OF THE FISCAL YEAR HAS ELAPSED

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COTTONWOOD HEIGHTS

11 - GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING September 30, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>EXPENDITURES</b>							
<b>GENERAL GOVERNMENT</b>							
<b>LEGISLATIVE</b>							
MAYOR & CITY COUNCIL	\$ 540,108	\$ 540,108	\$ 188,882	\$ 265,656	\$ -	\$ 274,452	49%
PLANNING COMMISSION	6,000	6,000	84	209	-	5,791	3%
LEGISLATIVE COMMITTEES & SPECIAL BODIES	144,000	144,000	21,516	85,130	-	58,870	59%
<b>TOTAL LEGISLATIVE</b>	<u>690,108</u>	<u>690,108</u>	<u>210,482</u>	<u>350,995</u>	<u>-</u>	<u>339,114</u>	<u>51%</u>
<b>JUDICIAL</b>							
COURTS & CITY PROSECUTOR & DEFENDER	365,000	365,000	-	-	-	365,000	0%
LIQUOR TAX FUNDS	35,000	35,000	-	-	-	35,000	0%
<b>TOTAL JUDICIAL</b>	<u>400,000</u>	<u>400,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>400,000</u>	<u>0%</u>
<b>EXECUTIVE AND CENTRAL STAFF</b>							
CITY MANAGER & GENERAL GOVERNMENT	716,590	716,590	52,640	183,183	-	533,407	26%
CITY MANAGER - EMERGENCY MANAGEMENT	30,600	30,600	999	2,955	-	27,645	10%
INFORMATION TECHNOLOGY	137,100	137,100	6,447	18,446	-	118,654	0%
<b>TOTAL EXECUTIVE &amp; CENTRAL STAFF</b>	<u>884,290</u>	<u>884,290</u>	<u>60,086</u>	<u>204,584</u>	<u>-</u>	<u>679,706</u>	<u>23%</u>
<b>ADMINISTRATIVE AGENCIES</b>							
FINANCE	377,381	377,381	28,924	99,001	-	278,381	26%
ATTORNEY	227,482	227,482	32,438	82,230	-	145,252	36%
ADMINISTRATIVE SERVICES/RECORDER	462,367	462,367	38,006	128,161	-	334,206	28%
ELECTIONS	-	-	-	-	-	-	0%
<b>TOTAL ADMINISTRATIVE AGENCIES</b>	<u>1,067,230</u>	<u>1,067,230</u>	<u>99,368</u>	<u>309,392</u>	<u>-</u>	<u>757,838</u>	<u>29%</u>
<b>TOTAL GENERAL GOVERNMENT</b>	<u>3,041,628</u>	<u>3,041,628</u>	<u>369,936</u>	<u>864,970</u>	<u>-</u>	<u>2,176,658</u>	<u>28%</u>
<b>PUBLIC SAFETY</b>							
POLICE	5,249,542	5,249,542	385,086	1,456,072	11,085	3,782,385	28%
FIRE	3,466,008	3,466,008	833,925	1,667,851	-	1,798,158	48%
ORDNANCE ENFORCEMENT	153,882	153,882	10,941	39,973	-	113,910	26%
<b>TOTAL PUBLIC SAFETY</b>	<u>8,869,433</u>	<u>8,869,433</u>	<u>1,229,953</u>	<u>3,163,895</u>	<u>11,085</u>	<u>5,694,453</u>	<u>36%</u>
<b>HIGHWAYS AND PUBLIC IMPROVEMENTS</b>							
PUBLIC WORKS (NON-CLASS C)	1,444,425	1,444,425	89,025	319,279	-	1,125,146	22%
IMPACT FEE PROGRAM	-	-	-	-	-	-	0%
CLASS C ROAD PROGRAM	1,090,000	1,090,000	77,298	80,588	-	1,009,412	7%
<b>TOTAL HIGHWAYS AND PUBLIC IMPROVEMENT</b>	<u>2,534,425</u>	<u>2,534,425</u>	<u>166,323</u>	<u>399,867</u>	<u>-</u>	<u>2,134,558</u>	<u>16%</u>
<b>COMMUNITY AND ECONOMIC DEVELOPMENT</b>							
COMMUNITY AND ECONOMIC DEVELOPMENT	70,000	70,000	2,509	8,981	-	61,019	13%
PLANNING	445,632	445,632	34,908	116,694	-	328,938	26%
ENGINEERING	560,000	560,000	42,248	63,788	-	496,212	11%
<b>TOTAL COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>	<u>1,075,632</u>	<u>1,075,632</u>	<u>79,664</u>	<u>189,463</u>	<u>-</u>	<u>886,168</u>	<u>18%</u>

COTTONWOOD HEIGHTS  
11 - GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING September 30, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>DEBT SERVICE</b>							
INTEREST AND PRINCIPAL	356,476	356,476	-	11,662	-	344,794	3%
<b>TOTAL DEBT SERVICE</b>	356,476	356,476	-	11,662	-	344,794	3%
<b>TOTAL EXPENDITURES</b>	<u>\$ 15,877,593</u>	<u>\$ 15,877,593</u>	<u>\$ 1,845,876</u>	<u>\$ 4,629,878</u>	<u>\$ 11,085</u>	<u>\$ 11,236,630</u>	<u>29%</u>
<b>EXCESS (DEFIC) OF REVENUES OVER EXPENDITURES</b>	<u>\$ (471,062)</u>	<u>\$ (471,062)</u>	<u>\$ (1,302,888)</u>	<u>\$ (3,272,708)</u>	<u>\$ (11,085)</u>	<u>\$ (2,812,731)</u>	
<b>OTHER FINANCING SOURCES</b>							
UNRESTRICTED GENERAL FUND BEG BAL APPROPRIATED	471,063	471,063	-	471,063	-	0	100%
RESTRICTED CLASS C ROADS BEG BAL (estimated)	-	-	-	-	-	-	0%
<b>TOTAL OTHER FINANCING SOURCES</b>	<u>471,063</u>	<u>471,063</u>	<u>-</u>	<u>471,063</u>	<u>-</u>	<u>0</u>	<u>100%</u>
<b>Subtotal Available Revenues &amp; Sources</b>	<u>0</u>	<u>0</u>	<u>(1,302,888)</u>	<u>(2,801,645)</u>	<u>(11,085)</u>	<u>(2,812,730)</u>	
CAPITAL LEASE - PUBLIC SAFETY	-	-	124,694	1,486,565	-	1,486,565	0%
TRANSFER TO CAPITAL IMPROVEMENT FUND - Class C Roads	-	-	-	-	-	-	0%
TRANSFER TO CAPITAL IMPROVEMENT FUND	-	-	-	-	-	-	0%
<b>TOTAL OTHER FINANCING USES</b>	<u>-</u>	<u>-</u>	<u>124,694</u>	<u>1,486,565</u>	<u>-</u>	<u>1,486,565</u>	<u>0%</u>
CURRENT CHANGE IN FUND BALANCE	<u>0</u>	<u>0</u>	<u>(1,427,581)</u>	<u>(4,288,210)</u>	<u>(11,085)</u>	<u>(4,299,295)</u>	
UNRESTRICTED GENERAL FUND BALANCE - unappropriated (est.)	899,412	924,392	-	-	-	-	0%
UNRESTRICTED ASSIGNED GENERAL FUND 6%	<u>899,412</u>	<u>924,392</u>	<u>\$ (1,427,581)</u>	<u>\$ (4,288,210)</u>	<u>\$ (11,085)</u>	<u>(924,392)</u>	<u>0%</u>
<b>FUND BALANCE - "EXPECTED"</b>	<u>\$ 899,412</u>	<u>\$ 924,392</u>	<u>\$ (1,427,581)</u>	<u>\$ (4,288,210)</u>	<u>\$ (11,085)</u>	<u>\$ (5,223,687)</u>	<u>-464%</u>
<b>Fund Balance Expected:</b>							
Unrestricted Assigned General Fund 6 %	899,412	924,392	-	-	-	(924,392)	100%
Unrestricted Unassigned General Fund (Current Estimate)	<u>0</u>	<u>-</u>	<u>\$ (1,427,581)</u>	<u>\$ (4,288,210)</u>	<u>\$ (11,085)</u>	<u>\$ (4,299,295)</u>	



Cottonwood Heights  
45 - Capital Projects Fund  
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual  
For the Fiscal Period Ending September 30, 2014

REVENUES	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
FEDERAL GRANT - CDBG	\$ 121,051	\$ 121,051	\$ -	\$ -	\$ -	\$ (121,051)	0%
STATE GRANT	-	-	-	-	-	-	0%
LOCAL GRANT REVENUE	-	-	-	-	-	-	0%
IMPACT FEES - CURRENT YEAR COLLECTIONS	50,000	50,000	885	9,538	-	40,462	0%
INTEREST REVENUES	30,000	30,000	2,765	7,527	-	(22,473)	25%
<b>TOTAL REVENUES</b>	<b>201,051</b>	<b>201,051</b>	<b>3,650</b>	<b>17,065</b>	<b>-</b>	<b>(103,061)</b>	<b>8%</b>
<b>EXPEDITURES</b>							
PAVEMENT MGMT - ROAD CONSTRUCTION	966,926	966,926	508,143	519,815	-	447,111	54%
ADA RAMPS	121,051	121,051	-	-	-	121,051	0%
INTERSECTION IMPROVEMENTS	-	-	7,689	7,689	-	(7,689)	0%
TRAFFIC CALMING	-	-	-	-	-	-	0%
TIMBERLINE TRAILHEAD	-	-	-	-	-	-	0%
STORM DRAIN IMPROVEMENTS	25,000	25,000	-	-	-	25,000	0%
SIDEWALK REPLACEMENT	-	-	11,291	13,079	-	(13,079)	0%
OLD MILL WALL	-	-	-	-	-	-	0%
PUBLIC WORKS SITE	1,956,500	1,956,500	-	-	-	1,956,500	0%
BENGAL BLVD	1,351,470	1,351,470	-	-	-	1,351,470	0%
SAFE SIDEWALKS	-	-	39,752	39,752	-	(39,752)	0%
MOUNTVIEW PARK	-	-	-	-	-	-	0%
CIP - SUSTAINABILITY PLAN	-	-	-	-	-	-	0%
HAZARD MITIGATION	-	-	7,776	7,776	-	(7,776)	0%
1700 E RECONSTRUCTION	-	-	-	-	-	-	0%
UNION PK LANDSCAPE/ACMgmt	-	-	-	5,290	-	(5,290)	0%
FT UNION PARK & RIDE	925,000	925,000	29,593	29,593	-	895,408	3%
3000 EAST WALL CONSTRUCTION	-	-	128,781	128,781	-	(128,781)	0%
BROWN SANFORD INV & ASSESSMENT	30,000	30,000	-	-	-	30,000	0%
MISCELLANEOUS SMALL PROJECTS	-	-	-	-	-	-	0%
CITY MUNICIPAL CENTER	10,460,959	10,460,959	9,425	144,301	-	10,316,658	1%
<b>TOTAL EXPEDITURES</b>	<b>15,836,906</b>	<b>15,836,906</b>	<b>742,449</b>	<b>896,075</b>	<b>-</b>	<b>14,940,831</b>	<b>6%</b>
<b>OTHER FINANCING SOURCES (USES)</b>							
TRANSFERS FROM GENERAL FUND	-	-	-	-	-	-	0%
TRANSFERS FROM GENERAL FUND - Class C	-	-	-	-	-	-	0%
RESTRICTED STORM DRAIN IMPACT FUND	-	-	-	-	-	-	100%
REIMBURSEMENTS - SALES TAX REVENUE BOND	-	-	3,937,833	3,937,833	-	(3,937,833)	0%
UNRESTRICTED ASSIGNED CIP FUND - appropriated	15,635,855	15,635,855	-	-	-	15,635,855	0%
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>15,635,855</b>	<b>15,635,855</b>	<b>3,937,833</b>	<b>3,937,833</b>	<b>-</b>	<b>11,698,023</b>	<b>25%</b>
<b>Fund Balance Expected:</b>							
<b>Unrestricted CIP Fund Bal (prior year carried forward projects)</b>	<b>\$ (0)</b>	<b>\$ 1,264,705</b>	<b>1,264,705</b>	<b>1,264,705</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>

Cottonwood Heights  
65-Employee Benefits Fund (an Internal Service Fund)  
Statement of Revenues, Expenditures September 30, 2014

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>OPERATING REVENUES</b>							
CHARGES FOR EMPLOYEE BENEFITS	\$ 104,371	\$ 104,371	\$ -	\$ -	\$ -	\$ (104,371)	0%
	104,371	104,371	-	-	-	(104,371)	0%
<b>OPERATING EXPENSES</b>							
EMPLOYEE BENEFIT ACCRUALS	105,271	105,271	-	-	-	105,271	0%
	105,271	105,271	-	-	-	105,271	0%
<b>OPERATING INCOME (LOSS)</b>	(900)	(900)	-	-	-	900	0%
<b>NON-OPERATING REVENUES</b>							
INTEREST REVENUES	900	900	125	378	-	(522)	42%
<b>NON-OPERATING INCOME (LOSS)</b>	900	900	125	378	-	(522)	
Change in Net Position	\$ -	\$ -	\$ 125	\$ 378	\$ -	\$ 378	0%

NOTE: Balance of Liability Account

**NET ACCUMULATED LIABILITY - BEGINNING OF FY**  
**ACCRUED FUTURE LIABILITY ADDED FY2015**  
**NET ACCUMULATED LIABILITY - ENDING OF FY**

\$	317,628
	105,271
\$	422,899

\*\*Calculations & Accruals made at year-end.

Activity Code Summary  
As of  
September 30, 2014

Activity Number	Activity Name	Adopted Fiscal Year Budget	Changes to Fiscal Year Budget	Modified Fiscal Year Budget	YTD Expenses	YTD Reimbursements or Revenue	Remaining Budget
401	Activity-Neighborhood Watch	500.00	0.00	500.00	0.00	0.00	500.00
700	Events-Misc. City	4,750.00	0.00	4,750.00	768.33	0.00	3,981.67
702	Events-Meet the Candidates (YCC Sponsor)	500.00	0.00	500.00	0.00	0.00	500.00
703	Events-Halloween Event	750.00	0.00	750.00	0.00	0.00	750.00
704	Events-Emergency Fair	5,000.00	0.00	5,000.00	4,647.52	0.00	352.48
733	Events-CWHPRSA Hosting/Sponsor Contract	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
718	Events-CWHPRC Adult Tennis Classic Sponsorship	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00
719	Events-CWHPRC Movie in the Park Sponsorship	3,000.00	0.00	3,000.00	2,000.00	0.00	1,000.00
721	Events-CWHPRC Turkey Day Run Sponsorship	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
710	Events-Youth City Council	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
711	Events-City Birthday Party	15,000.00	0.00	15,000.00	10.80	-400.00 RV	14,989.20
713	Events-Bark in the Park/Pooch Plunge	4,000.00	0.00	4,000.00	2,810.83	0.00	1,189.17
716	Events-Easter Egg Hunt	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
724	Events-Butterville Days and Float	52,000.00	0.00	52,000.00	69,673.57	-17,533.00 Rb	-140.57
725	Events-Butterville Days Taxable Sales	0.00	0.00	0.00	0.00	-3,717.00 RV	NA
726	Events-History Committee	2,500.00	0.00	2,500.00	1,864.44	0.00	635.56
734	Events-History Markers along Big Cottonwood Trail	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
726	Events-Biking Committee	500.00	0.00	500.00	0.00	0.00	500.00
727	Events-Arts Council Play	10,000.00	0.00	10,000.00	14,822.81	0.00 Rb	-4,822.81
732	Events-Arts Council Play-carryover from FY2013	0.00	0.00	0.00	0.00	0.00	0.00
727	Events-Arts Council Play Reimbursements/Ticket Sales	0.00	0.00	0.00	0.00	-13,427.00 RV	0.00
727	Events-Arts Council Play Taxable Sales	0.00	0.00	0.00	0.00	-714.75 RV	0.00
732	Events-Arts Council Non Play Activities	0.00	0.00	0.00	1,889.61	0.00 RV	-1,889.61
204	Grants-2012-13 ZAP Grant-Arts Council	0.00	0.00	0.00	0.00	-1,600.00 RV	1,600.00
728	Events-Night Out Against Crime	0.00	0.00	0.00	0.00	0.00	0.00
729	Events-City Awards and Recognition	0.00	0.00	0.00	0.00	0.00	0.00
730	Events-Volunteer Recognition	5,500.00	0.00	5,500.00	500.00	0.00	5,000.00
731	Events-City Banner Program	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
735	Activity-Golden Hills Park Site/Development Plan	0.00	0.00	0.00	0.00	0.00	0.00
Total		144,000.00	0.00	144,000.00	110,487.91	-37,391.75	52,645.09

1 Budget Amendment-FY2013 carryover

2 Budget Amendment-Other

3 Budget Amendment-FY2014 budget earned revenue

**Capital Projects**

See report on Capital Projects fund 45



# COTTONWOOD HEIGHTS



SEPTEMBER 2014 FIRE REPORT





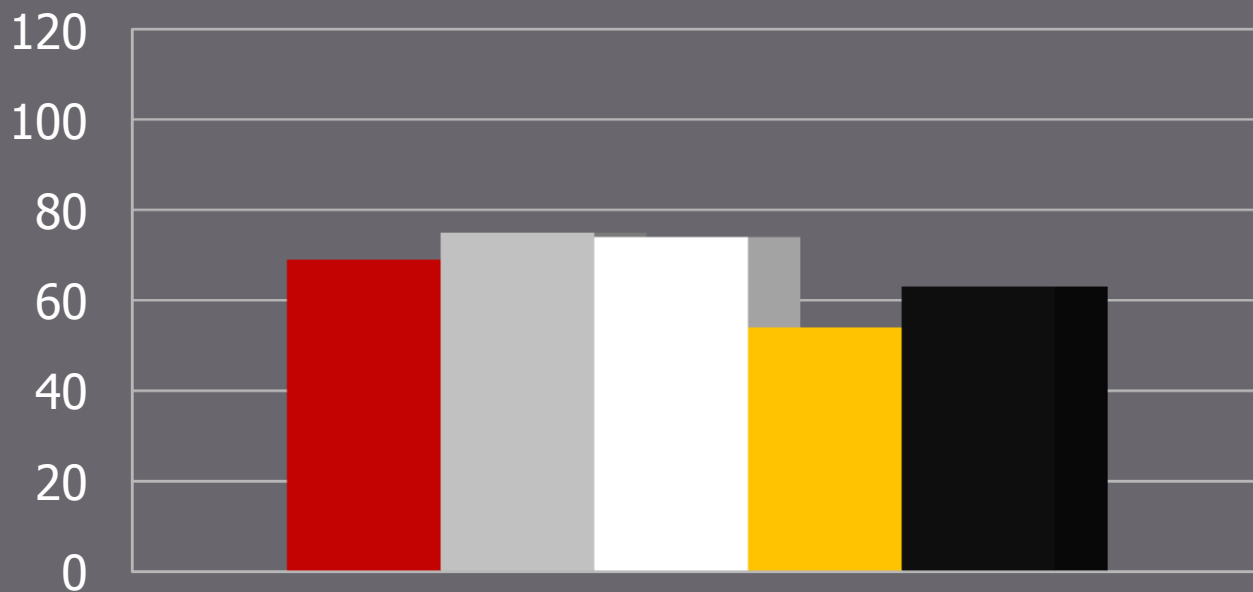
# September Monthly Call Volume

	Station	Staffing	Fire	Medical	Total
1	Station 101, West Millcreek 790 East 3900 South	7*	50	283	333
2	Station 118, Taylorsville 5317 South 2700 West	5	39	182	221
3	Station 117, Taylorsville 4545 South Redwood Road	5	35	158	193
4	Station 110, Cottonwood Heights 1790 South Ft. Union Blvd.	5	47	132	179
5	Station 126, Midvale 607 East 7200 South	3	36	141	177
6	Station 125, Midvale 7683 South Holden St.	3	27	133	160
7	Station 104, Holladay 4626 South Holladay Blvd.	5	42	117	159
8	Station 109, Kearns 4444 West 5400 South	5	24	127	151
9	Station 106, East Millcreek 1911 East 3300 South	5	31	115	146
10	Station 105, Draper 780 East 12300 South	3	36	100	136
11	Station 107, Kearns 6305 South 5600 West	4	19	97	116
12	Station 112, Olympus 3612 East Jupiter Drive	5	28	82	110
13	Station 111, Magna 8215 West 3500 South	5	11	94	105
14	Station 114, Draper 14324 South 550 East	3	18	82	100
15	Station 124, East Riverton 12662 S. 1300 W.	4	22	75	97
16	Station 121, Riverton 4146 West 12600 South	5	30	55	85
17	Station 102, Magna 8609 West 2700 South	4	6	76	82
18	Station 116, Cottonwood Heights 8303 South Wasatch Blvd.	4	16	59	75
19	Station 123, Herriman 4850 West Mt. Ogden Peak Dr.	5*	24	50	74
20	Station 103, Herriman 5916 West 13100 South	3	15	36	51
21	Station 120, Riverton 13000 South 2700 West	4*	9	29	38
22	Station 252, Eagle Mountain 3785 E. Pony Express Parkway	3*	15	21	36
23	Station 251, Eagle Mountain 1680 E Heritage Drive	3*	7	17	24
24	Station 122, Draper 14903 South Deer Ridge Road	3*	9	14	23
25	Station 113, Little Cottonwood 9523 East Bypass Road	3	0	19	19
26	Station 119, Emigration 5025 East State Road 65	3	2	9	11
27	Station 108, Big Cottonwood 7688 South State Road 190	3	2	8	10
28	Station 115, Copperton 8495 West State Road 48	3	3	7	10
	*Part-time Firefighter		600	2311	2911



# Fire Calls

Average: 67.0

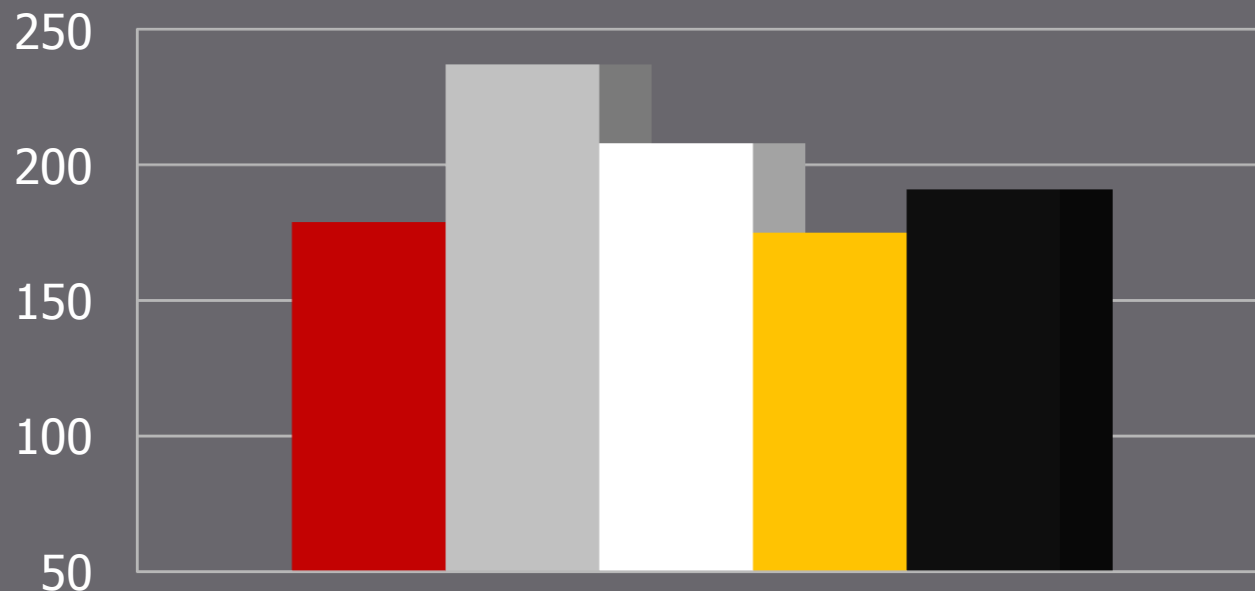


September 2010	69
September 2011	75
September 2012	74
September 2013	54
September 2014	63



# Medical Calls

Average: 198.0

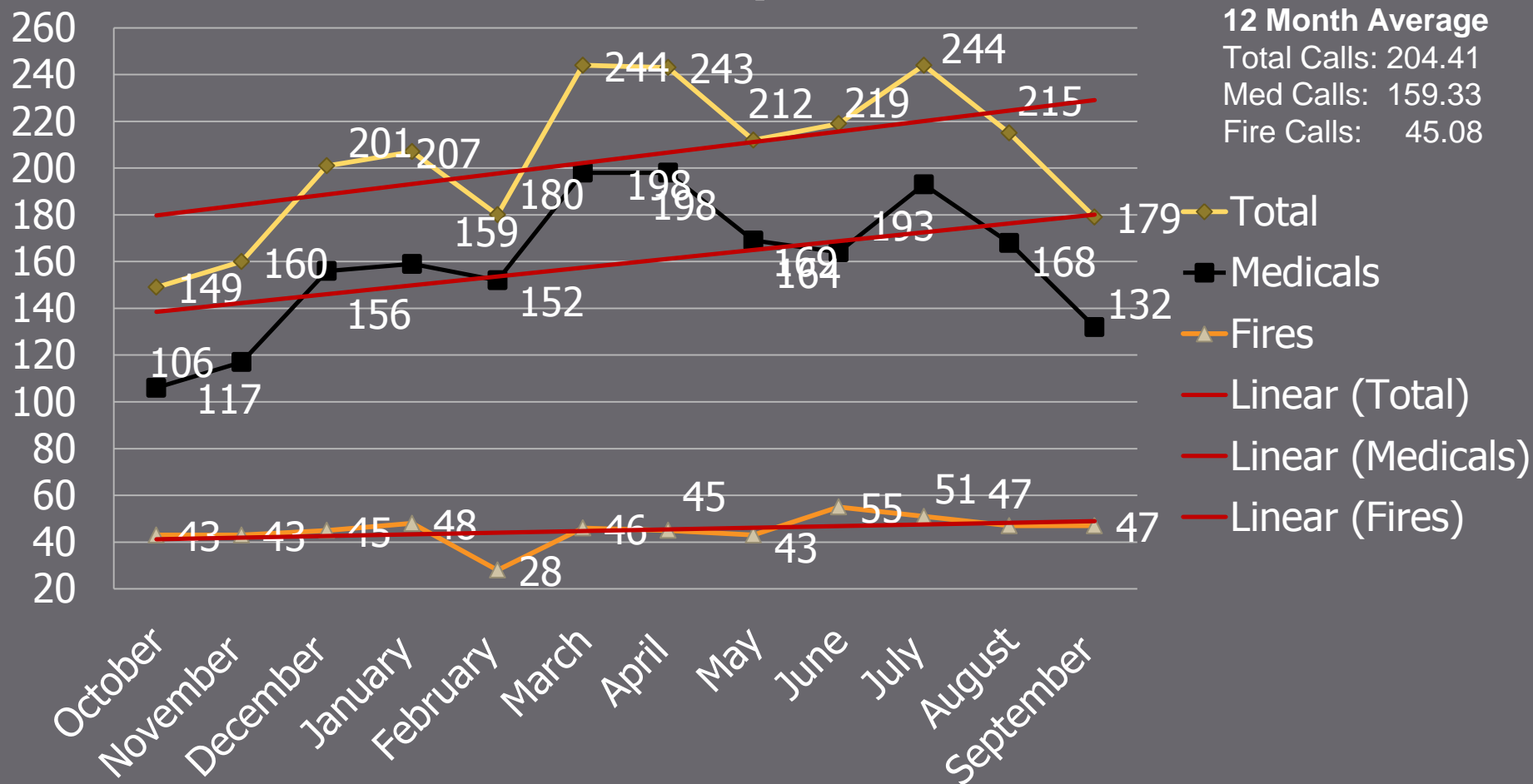


September 2010	179
September 2011	237
September 2012	208
September 2013	175
September 2014	191



# Station 110

## Calls By Month







# Station 116

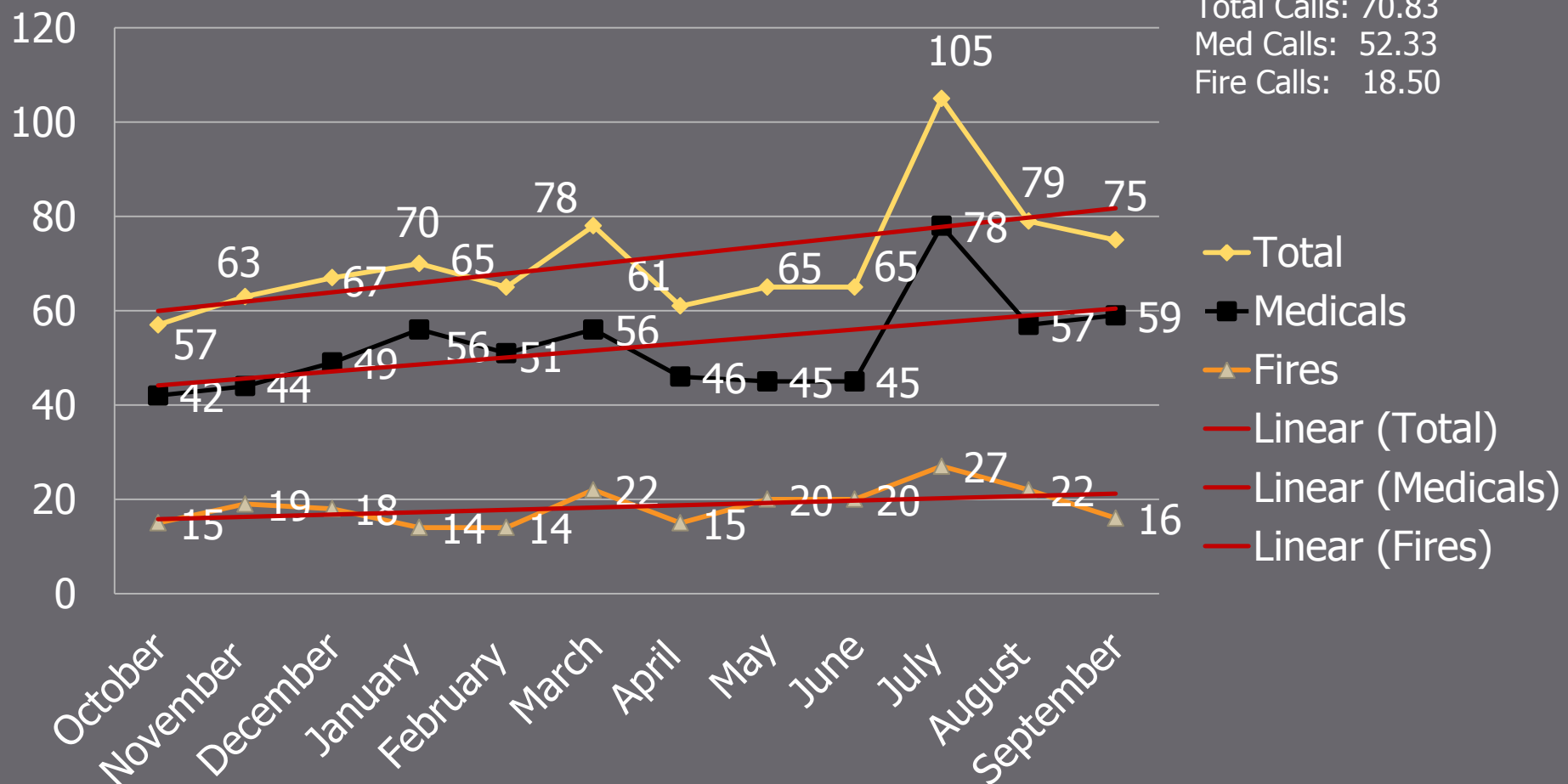
## Calls By Month

### 12 Month Average

Total Calls: 70.83

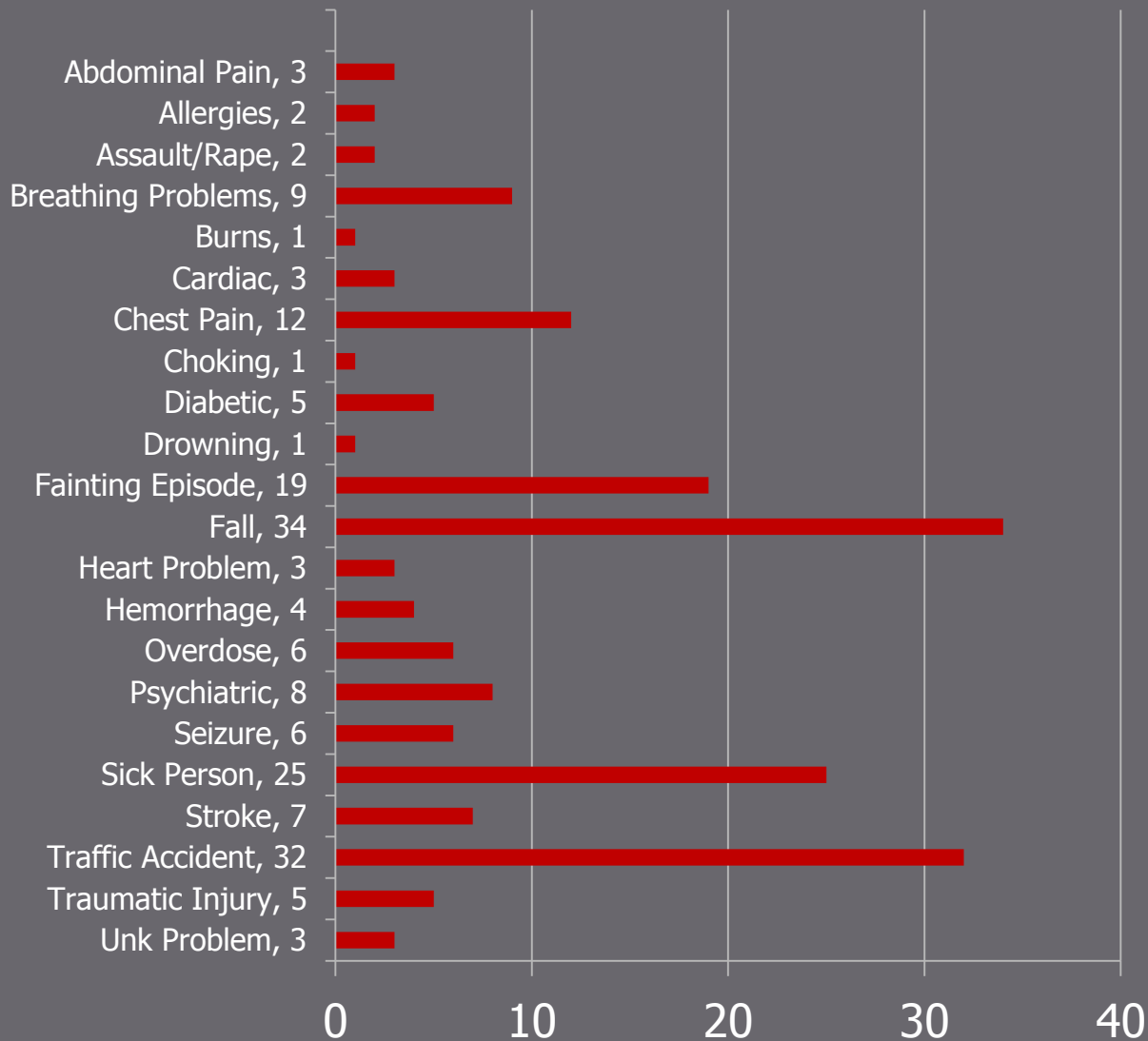
Med Calls: 52.33

Fire Calls: 18.50



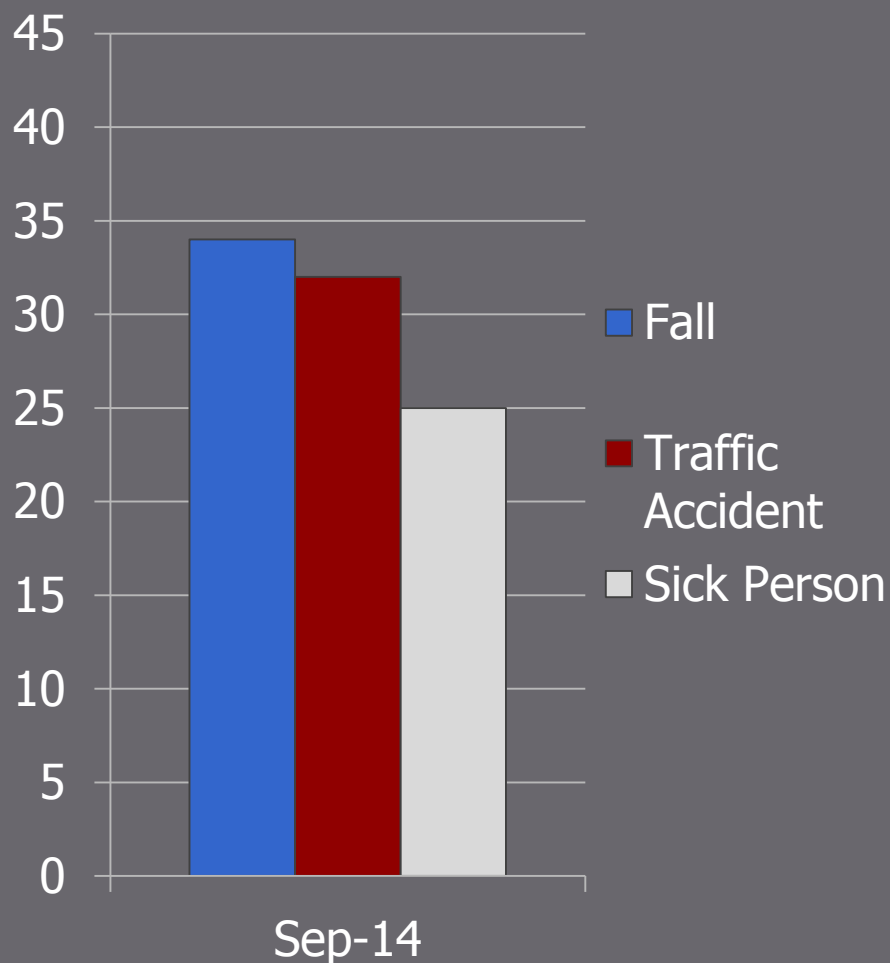
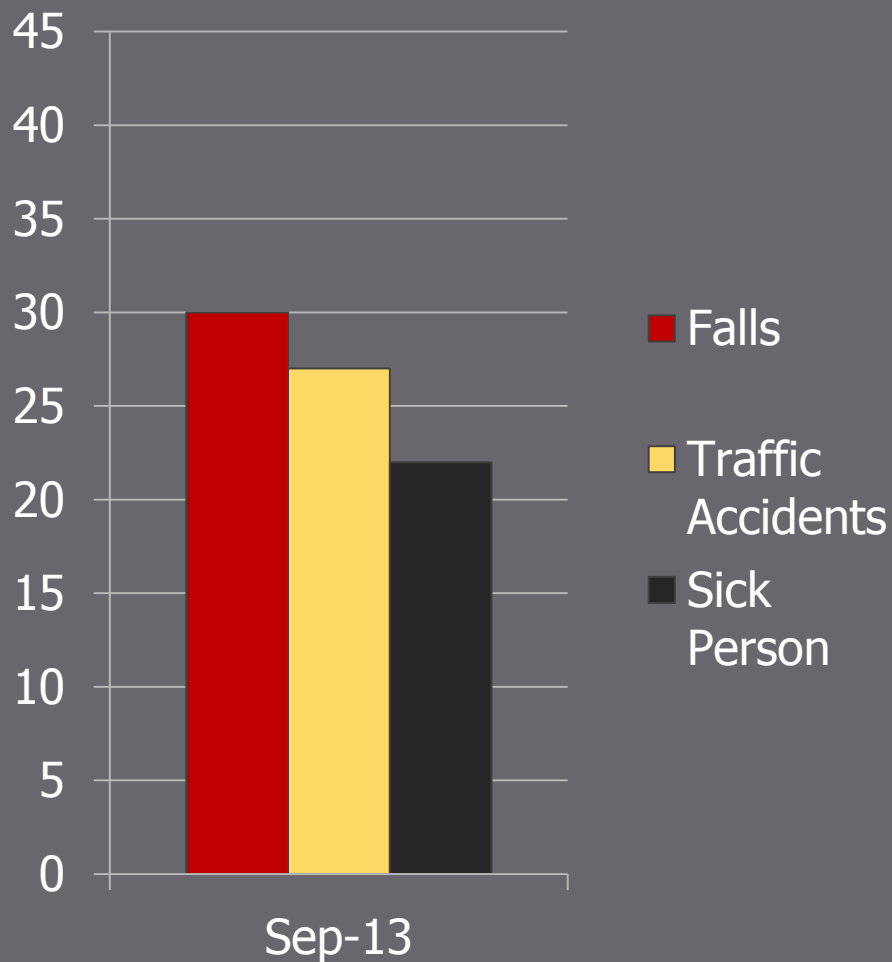


# September Medical Calls



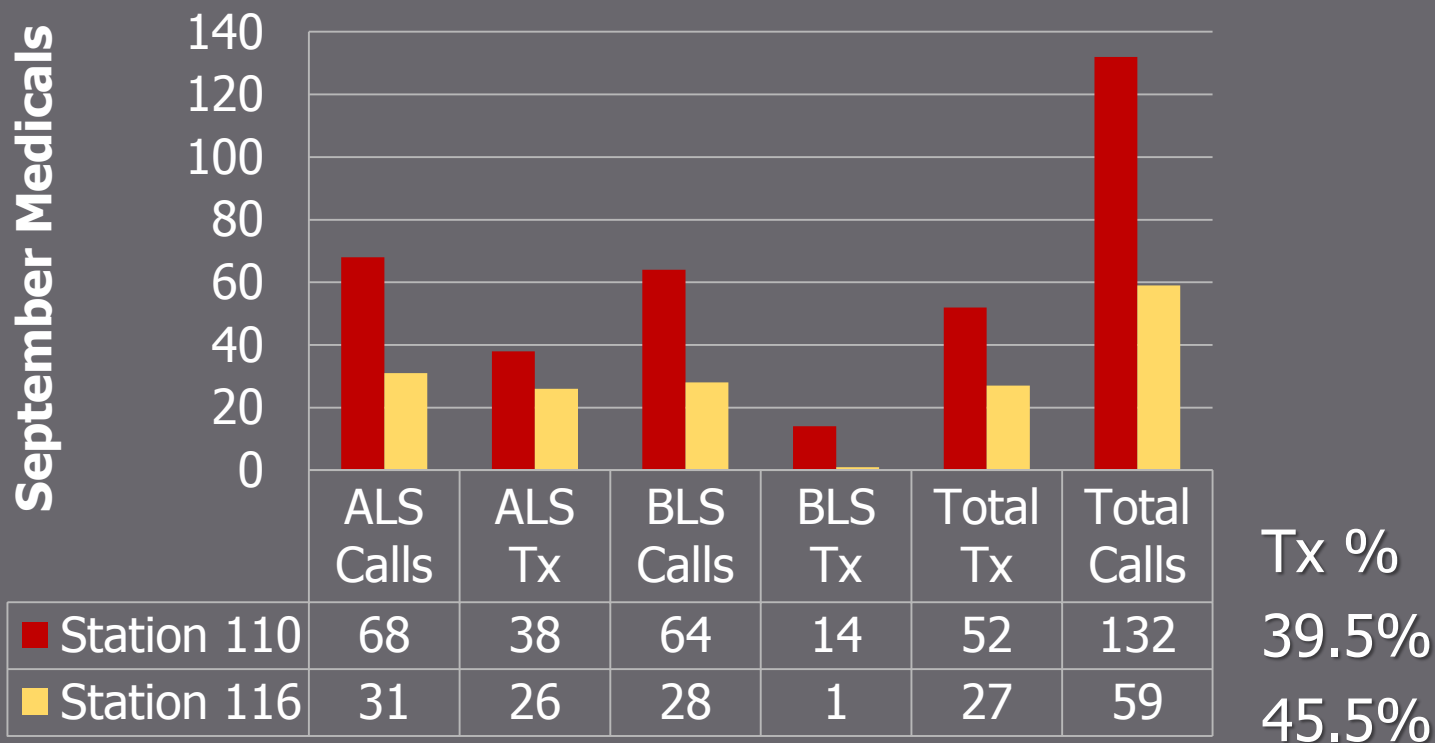


# Medical Call Comparison





# Ambulance Transports





# Station 110

## Ambulance Transports

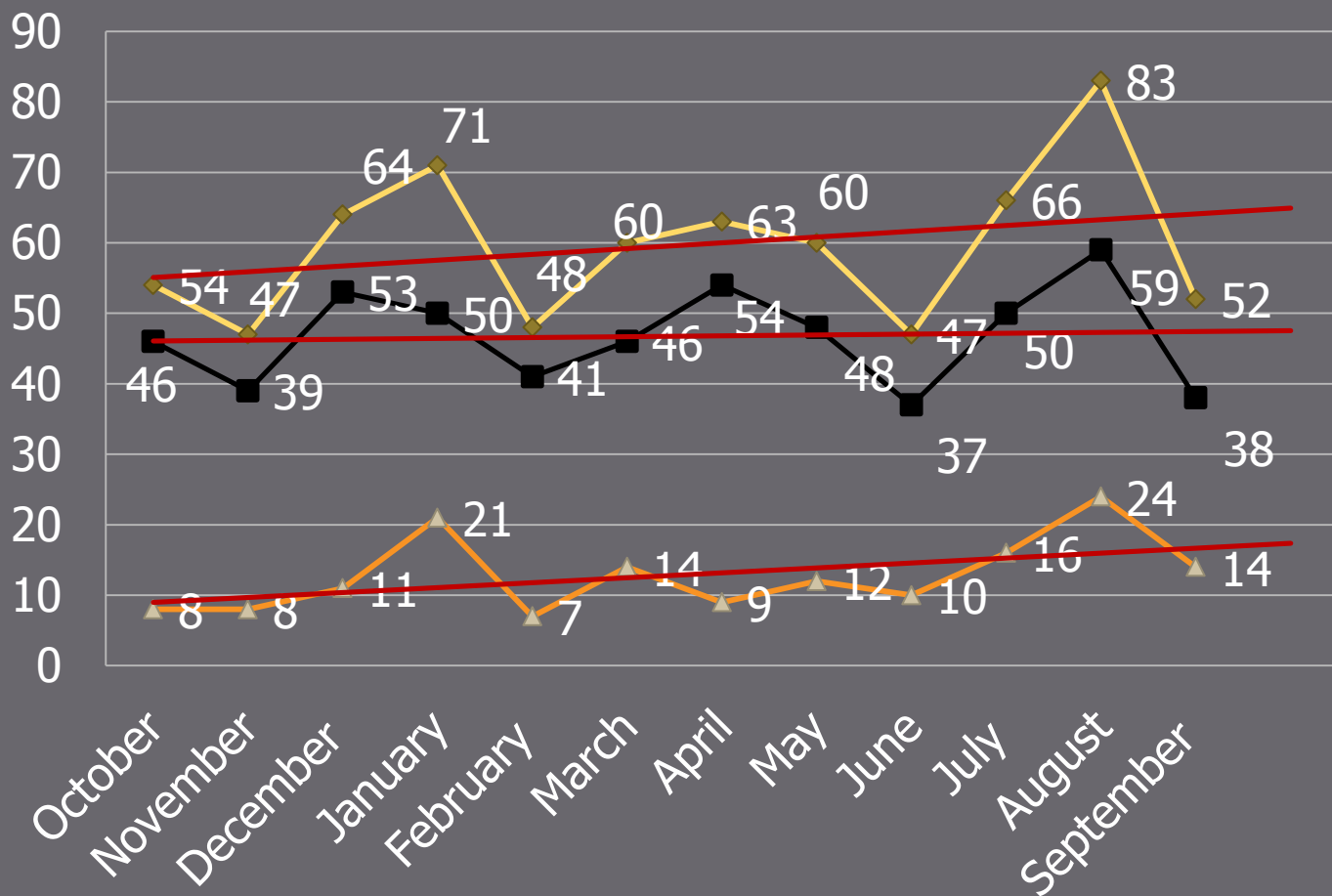
### Calls By Month

#### 12 Month Average

Total Tx: 59.58

ALS Tx: 46.75

BLS Tx: 12.83



◆ Total Tx

■ ALS Tx

▲ BLS Tx

— Linear (Total Tx)

— Linear (ALS Tx)

— Linear (BLS Tx)



# Station 116

## Ambulance Transports

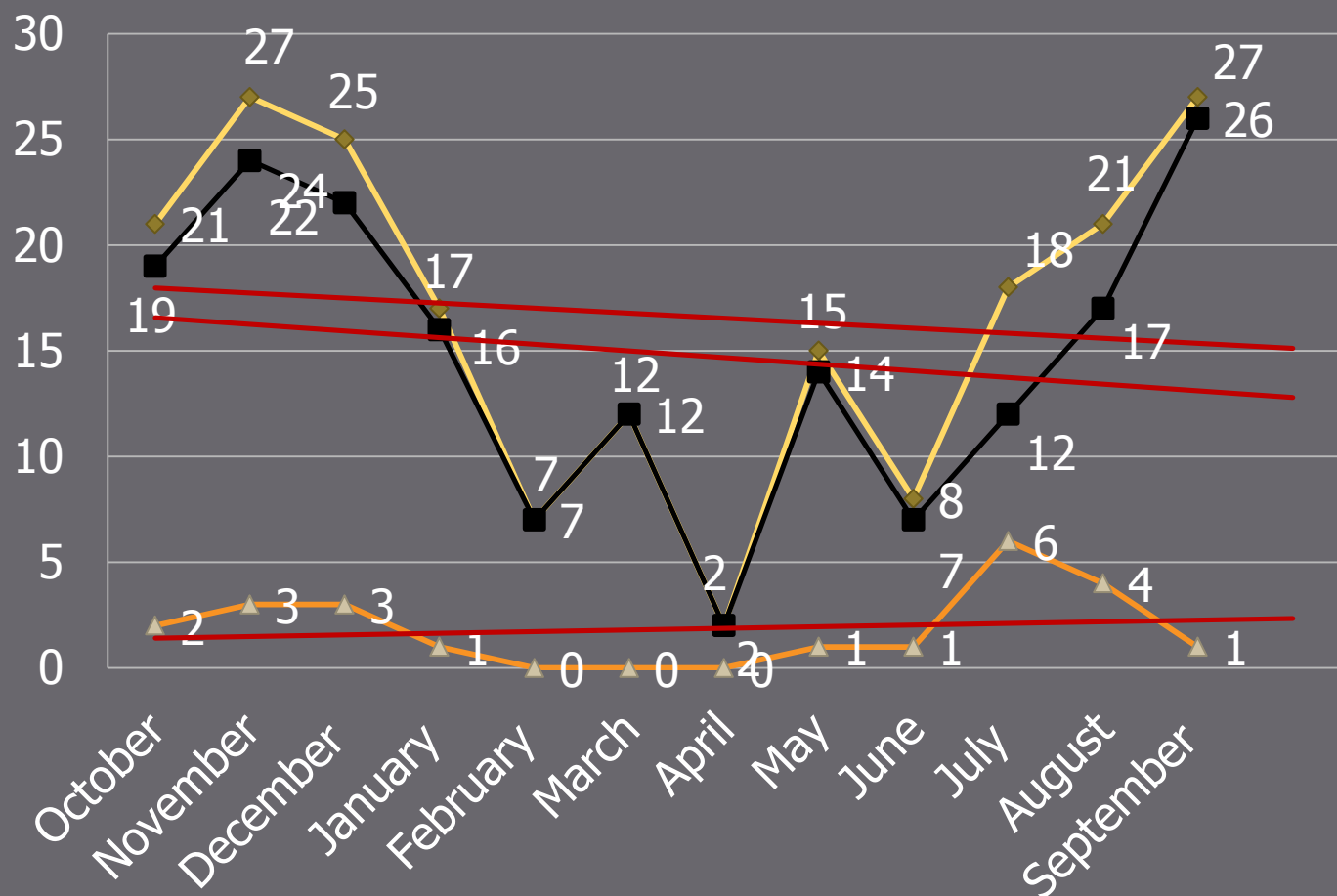
### Calls By Month

#### 12 Month Average

Total Tx: 16.66

ALS Tx: 14.83

BLS Tx: 1.83





# Customer Service Station 110 and 116

## **Station 110**

Attended the Cottonwood Heights Public Safety Fair and gave demonstrations throughout the evening

Provided talk and demo's during safety fair for about 100 people

One off site Talk and Demo for a Scout Troop of 20

Confined Space, Zoll, Extrication Training

## **Station 116**

One off site Talk and Demo for a Scout Troop Pack Meeting with 100 attending

Zoll, Target Solutions, and SLIC-ER Training



# Safety Message

## Fire and Fall Prevention Tips:

If you smoke, smoke outside: Use deep, sturdy ashtrays. Wet cigarette butts and ashes before throwing them out or bury them in sand. NEVER smoke in bed.

Give space heaters space: Keep them at least three feet away from combustibles. Shut off and unplug heaters when you leave or when you are going to bed.

Be kitchen wise: Wear tight-fitting clothing or short sleeves when cooking. Use oven mitts to handle hot pans. Never leave cooking unattended. If a pan of food catches fire, slide a lid over it and turn off the burner. Don't cook if you are drowsy from medication.

Stop, Drop and Roll: If your clothes catch on fire, stop (don't run), drop gently to the ground, and cover your face with your hands. Roll over and over to put the fire out. Use cool water to cool the burn and seek medical attention right away.





# Safety Message

## Fire and Fall Prevention Tips Cont.

Smoke alarms save lives. Make sure you have working smoke alarms installed in every living area in your home. Make sure to test your smoke alarms and change the batteries as needed. If you need help reaching your alarms, please ask someone to assist you.

Plan for a fire: Know two ways out of every room in your home. Make sure you can easily open windows and doors. Plan your escape route around your abilities. Know to call 9-1-1 in case of a fire and if there is a fire, get out of your home and stay out.





# Safety Message

## Fire and Fall Prevention Tips:

**Exercise Regularly:** Exercise builds strength and improves your balance and coordination. Ask your doctor about the best physical exercise for you.

**Take your time:** Get out of chairs slowly. Sit a moment before you get out of your bed. Stand and get your balance before you walk. Be aware of your surroundings.

**Clear the way:** Keep stairs and walking areas free of electrical cords, shoes, clothing, books, magazines and other clutter.

**Look out for yourself:** Poor vision will increase your chance of falling, so visit an eye specialist once a year. Improve lighting in your home. Use lights to light the path between your bedroom and your bathroom. Turn on the lights before using the stairs.

**Wipe up spills immediately:** Use non-slip mats in the bathtub and on shower floors. Have grab bars installed on the wall in the tub and the shower and next to the toilet.



# Safety Message

## Fire and Fall Prevention Tips Cont:

Be aware of uneven surfaces: Use only throw rugs that have rubber, non-skid backing. Smooth out wrinkles and folds in carpeting.

Tread carefully: Stairways should be well lit from top to bottom. Have easy-to-grip handrails installed along the full length of both sides of the stairs.

Put your best foot forward: Wear sturdy, well-fitted low-heeled shoes with non-slip soles. These are safer than high heels, thick-soled athletic shoes, slippers, or stocking feet.



# Questions??

For further questions or comments please  
contact Assistant Chief Mike Watson  
[mwatson@ufa-slco.org](mailto:mwatson@ufa-slco.org)

**Unified Fire Authority**  
**3380 South 900 West**  
**Salt Lake City, UT 84119**  
**801-824-3705**  
[www.unifiedfire.org](http://www.unifiedfire.org)

# COTTONWOOD HEIGHTS

## ORDINANCE No. 229

### AN ORDINANCE ADOPTING AN AMENDED BUDGET FOR THE PERIOD OF 1 JULY 2014 THROUGH 30 JUNE 2015

**WHEREAS**, the Uniform Fiscal Procedures Act for Utah Cities (the “*Act*”) provides, among other things, that prior to adoption by a city’s governing body of a municipal budget, the city’s mayor or other budget officer shall propose a tentative budget which shall be reviewed, considered and tentatively adopted by the governing body in open meeting, whereupon (a) the governing body shall establish the time and place of a public hearing to consider the adoption of the tentative budget; (b) the tentative budget shall be a public record in the office of the city’s recorder available for public inspection for a period of at least ten days prior to the adoption of a final budget; (c) notice of the public hearing shall be published in a newspaper of general circulation in the city, and on the Utah Public Notices Website, at least seven days prior to the public hearing; and (d) the public hearing shall be held; and

**WHEREAS**, the Act also provides that certain amendments to a city’s adopted budget require similar procedures for adoption, including approval of the amendment by resolution or ordinance following a public hearing; and

**WHEREAS**, pursuant to its Ordinance No. 223 (“*Ordinance 223*”) dated 17 June 2014, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) adopted a budget for the City’s 2014-15 fiscal year and set the real and personal property tax levy for realty and personalty within the City; and

**WHEREAS**, at a meeting of the Council on 14 October 2014, Steven Fawcett, the City’s budget officer, filed with the Council a proposed amended budget (the “*Amended Budget*”) for the City’s the current fiscal year and an accompanying budget message as required by the Act; and

**WHEREAS**, the Amended Budget was reviewed, considered and tentatively adopted by the Council on 14 October 2014 pursuant to its authority under UTAH CODE ANN. §10-6-118; and

**WHEREAS**, from and after 14 October 2014, a copy of the Amended Budget has been available for public inspection in the office of the City’s recorder; and

**WHEREAS**, the Council set 7:00 p.m. on 28 October 2014 at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah as the time and place of a public hearing regarding adoption of the Amended Budget; and

**WHEREAS**, notice of the public hearing concerning the Amended Budget was timely published in the *Deseret News* and *Salt Lake Tribune* and on the Utah Public Notices Website established under UTAH CODE ANN. §63F-1-701 as required by statute; and

**WHEREAS**, the public hearing was held beginning at approximately 7:00 p.m. on 28 October 2014 at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah to receive public comment on the Amended Budget as set forth in the published notice; and

**WHEREAS**, at the public hearing, all interested persons were given an opportunity to be heard; and

**WHEREAS**, on 28 October 2014, the Council met in regular session to consider, among other things, approving the Amended Budget as proposed; and

**WHEREAS**, it is the intent and desire of the Council to comply with all applicable laws regarding adoption of the Amended Budget and ratification of the property tax rate and the levying of property taxes as provided in Ordinance 223; and

**WHEREAS**, after careful consideration, the Council finds that it has satisfied all legal requirements to adopt the Amended Budget and to ratify the tax rate and levy property taxes as provided in Ordinance 223, and that it is in the best interests of the citizens of the City to adopt the Amended Budget presented at the 28 October 2014 public hearing as the amended final budget for the City for the period in question, and to ratify the rate of property tax and to levy taxes upon all real and personal property within the City as provided in Ordinance 223;

**NOW, THEREFORE, BE IT ORDAINED** by the Cottonwood Heights city council as follows:

Section 1.     **Adoption of Amended Budget.**

A.     The Amended Budget presented at the 28 October 2014 public hearing (as heretofore modified by the Budget Officer under Council direction, including the amendments specified on any exhibits that are attached to this Ordinance) be, and hereby is, appropriated for the corporate purposes and objects of the City for the fiscal year in question, and hereby is adopted as the City's final budget for the period of 1 July 2014 through 30 June 2015, subject to amendment.

B.     A copy of the Amended Budget adopted hereby shall be certified and filed with the Utah State Auditor, as appropriate, and shall be available for public inspection during regular business hours at the City's business offices.

C.     The City's manager and other officers are hereby directed to take any other necessary actions pertinent to the adoption of the Amended Budget, including, without limitation, such notification, reporting and publishing as may be required by applicable law.

D.     Amounts in excess of the City's cash requirements shall be deposited in the investment fund maintained by the state treasurer under the State Money Management Act, UTAH CODE ANN. §51-7-1 *et seq.*

Section 2.     **Property Tax Rate and Levy.** Section 2 of Ordinance 223 is hereby ratified, affirmed and incorporated herein by this reference.

Section 3. **Action of Officers.** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 4. **Severability.** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 5. **Repealer.** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. **Effective Date.** This Ordinance, assigned no. 229, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's Recorder, or such later date as may be required by Utah statute.

**PASSED AND APPROVED** this 28<sup>th</sup> day of October 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ___	Nay ___
Michael L. Shelton	Yea ___	Nay ___
J. Scott Bracken	Yea ___	Nay ___
Michael J. Peterson	Yea ___	Nay ___
Tee W. Tyler	Yea ___	Nay ___

**DEPOSITED** in the Recorder's office this 28<sup>th</sup> day of October 2014.

**POSTED** this \_\_\_ day of October 2014.

# COTTONWOOD HEIGHTS

## ORDINANCE NO. 230

### AN ORDINANCE VACATING A PORTION OF A RIGHT-OF-WAY OR EASEMENT (PALMA WAY TRAIL EASEMENT)

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights, Utah (the “*City*”) met in regular session on 28 October 2014 to consider, among other things, vacating a portion (the “*Trail Segment*”) of the “Interconnect Trail System” that currently is located within the fenced back (Northerly) yards (the “*Yards*”) of Lots 607 – 619 (the “*Lots*”) of the Mill Hollow Estates Plat “F” Subdivision (the “*Subdivision*”) and that is particularly described on the attached exhibit; and

**WHEREAS**, to the Council’s best knowledge, (a) the Trail Segment was initially included within the fenced Yards of the Lots in approximately 1993 with the express consent of Salt Lake County (“*SLCo*”), the City’s predecessor-in-interest; (b) the Trail Segment has remained part of the fenced Yards since that time; (c) the Trail has never been used for any public purpose; and (d) a substitute public trail is located approximately 22 feet to the North of the Trail; and

**WHEREAS**, UTAH CODE ANN. §10-2-609.5 provides that, following its receipt of a petition from adjacent property owners, the Council may vacate a public street, right-of-way or easement following notice and a public hearing if the Council determines that (a) good cause exists for the vacation, and (b) neither the public interest nor any person will be materially injured by the vacation; and

**WHEREAS**, the owners of the Lots have submitted a petition (the “*Petition*”) for the City to vacate the Trail Segment; and

**WHEREAS**, the Council caused notice of a public hearing concerning the proposed vacation of the Trail Segment to be given as required by UTAH CODE ANN. §10-9a-208; and

**WHEREAS**, on 28 October 2014, the Council held the required public hearing regarding the proposed vacation of the Trail Segment as requested by the Petition; and

**WHEREAS**, after public comment and careful consideration, the Council has determined that good cause exists for the vacation of the Trail Segment and that neither the public interest nor any person will be materially injured by the vacation of the Segment.

**NOW, THEREFORE, BE IT ORDAINED** by the city council of the city of Cottonwood Heights as follows:

Section 1.     **Vacation of the Property.**

(a)     Pursuant to UTAH CODE ANN. §10-2-609.5, any and all interests of the City in the Trail Segment as a public street, right-of-way or easement are hereby vacated, based on the Council’s findings that good cause exists for such vacation of the Trail Segment and that neither the public interest nor any person will be materially injured by such vacation of the Trail Segment; and



(b) The action of the Council in vacating the street, right-of-way or easement on the Trail Segment shall operate as a revocation of the acceptance of and the relinquishment of the City's fee in the vacated Trail Segment.

Section 2. **Notices and Filings.** The City promptly shall cause this ordinance to be recorded in the official records of the Recorder of Salt Lake County, Utah as required by UTAH CODE ANN. §10-2-609.5(4)(b).

Section 3. **Action of Officers.** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 4. **Severability.** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 5. **Repealer.** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. **Effective Date.** This Ordinance, assigned no. 230, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's Recorder, or such later date as may be required by Utah statute.

**PASSED AND APPROVED** this 28<sup>th</sup> day of October 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ___ Nay ___
Michael L. Shelton	Yea ___ Nay ___
J. Scott Bracken	Yea ___ Nay ___
Michael J. Peterson	Yea ___ Nay ___
Tee W. Tyler	Yea ___ Nay ___

**DEPOSITED** in the Recorder's office this 28<sup>th</sup> day of October 2014.

**POSTED** this \_\_\_ day of October 2014.

## EXHIBIT

(Attach Legal Description of the Trail Segment)

Overall description of portions to be deeded to the owners of lots 607 through 619

A parcel of land being a portion of the Interconnect trail system property per the Mill Hollow Estates Plat "F" Subdivision recorded in Book 93 page 55 Salt Lake County Recorder's Office, said overall parcel dedicated to Salt Lake County per said plat and also being located in the Southwest Quarter of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian;

Beginning at the Northwest corner of lot 619 of Mill Hollow Estates Plat "F" Subdivision (said point of beginning also being located North 2635.65 feet and East 2791.51 feet from the South Quarter Corner of Section 22, Township 2 South, Range 1 East, Salt lake Base and Meridian.) and running thence North 03°15'16" West 6.01 feet to an existing fence corner; Thence following along an existing fence line the following eight (8) Courses, North 88°58'16" East 59.02 feet; Thence South 89°54'22" East 236.75 feet; Thence South 89°49'21" East 286.19 feet; Thence South 89°55'10" East 243.29 feet; Thence North 89°49'17" East 228.61 feet; Thence South 89°54'35" East 114.16 feet; Thence South 81°35'19" East 7.75 feet; Thence South 31°59'41" East 17.22 feet; Thence South 46°10'09" West 16.13 feet to the Northeast corner of lot 607 of said subdivision; Thence North 45°09'14" West 29.68 feet to the North line of lot 607; Thence West 1283.47 feet along the North line of lots 607 through 619 to the point of beginning.

Contains approx 7,595sq ft.

# COTTONWOOD HEIGHTS

## ORDINANCE NO. 231

### AN ORDINANCE AMENDING SECTIONS 2.140.104 AND 2.140.602, COTTONWOOD HEIGHTS CODE OF ORDINANCES, CONCERNING TERM LIMITS FOR CITY ADVISORY COMMITTEES

**WHEREAS**, effective 14 January 2005, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) adopted a code of ordinances (the “*Code*”) for the City; and

**WHEREAS**, the Code includes Chapter 140, entitled “Standing Advisory Committees; Volunteers,” which governs the City’s use of volunteers to staff its advisory committees (the “*Committees*”) and other functions; and

**WHEREAS**, pursuant to Sections 2.140.104 and 2.140.602 (collectively, the “*Sections*”) of the Code, appointees to the Committees currently are limited to two consecutive terms of service; and

**WHEREAS**, the City’s manager (the “*Manager*”) desires more flexibility in staffing the Committees, and has suggested that the Sections be amended to allow meritorious members of the Committees to be appointed to more than two consecutive terms; and

**WHEREAS**, the Council met in regular session on 28 October 2014 to consider, among other things, amending the Sections to allow meritorious members of the Committees to be appointed by the Manager, with advice and consent of the Council, to more than two consecutive terms; and

**WHEREAS**, the Council has reviewed and analyzed the proposed amendments to the Sections which are shown on the attachment to this ordinance (this “*Ordinance*”); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to so approve such proposed amendments to the Sections;

**NOW, THEREFORE, BE IT ORDAINED** by the city council of the city of Cottonwood Heights as follows:

Section 1.     **Approval of Amended Sections.** The proposed amendments to the Sections that are shown on the attachment to this Ordinance are hereby approved and adopted.

Section 2.     **Action of Officers.** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 3.     **Severability.** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or

provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 4. **Repealer**. All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5. **Effective Date**. This Ordinance, assigned no. 231, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder, or such later date as may be required by Utah statute.

**PASSED AND APPROVED** this 28<sup>th</sup> day of October 2014.

**ATTEST:**

**COTTONWOOD HEIGHTS CITY COUNCIL**

By: \_\_\_\_\_  
**Kory Solorio, Recorder**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____ Nay ____
Michael L. Shelton	Yea ____ Nay ____
J. Scott Bracken	Yea ____ Nay ____
Michael J. Peterson	Yea ____ Nay ____
Tee W. Tyler	Yea ____ Nay ____

**DEPOSITED** in the Recorder's office this 28<sup>th</sup> day of October 2014.

**POSTED** this \_\_\_\_ day of October 2014.

#### **2.140.104 Appointment.**

- A. Membership on a body authorized by this chapter shall be limited to the city residents or qualified individuals who have a vested interest in promoting the welfare of the city.
- B. Members shall be appointed to the committee by the city manager, with advice and consent of the city council.
- C. Unless otherwise specified in this chapter, each committee, board or the like shall consist of up to 11 members.
- D. The appointment to the committee shall be for a three-year term or the length of the special purpose committee, whichever is less. A member may not serve more than two consecutive terms. If a member is appointed to complete an unexpired term, that member may be reappointed for two additional consecutive full terms. Terms of the initial membership of the committee, board or the like shall be staggered as necessary so that the terms of office of approximately one-third of the members shall expire each year, and (notwithstanding anything herein to the contrary) those members with initial terms of less than three years may be appointed to three consecutive terms. Notwithstanding the foregoing, however, a member may be re-appointed to additional successive terms beyond the foregoing limits if the city manager, with advice and consent of the city council, determines that such member serves a vital function on the committee that cannot otherwise be met without difficulty; that such member has attended at least 75% of the committee's meetings throughout the member's tenure and otherwise has provided meritorious service to the committee; and that re-appointment of such member to the successive term is in the best interests of both the committee and the city.
- E. No member shall be compensated for service on an advisory body.

#### **2.140.602 Creation of committee.**

A committee, to be called the "Cottonwood Heights Historic Committee," is hereby established by the city as follows:

- A. The committee shall consist of a minimum of five members and a maximum of 11 members who are city residents with a demonstrated interest, competence, or knowledge in history or historic preservation, appointed for staggered three-year terms. A member may not serve more than two consecutive terms, except that if the member's initial term is less than three years, that member may be reappointed for two additional consecutive terms. Notwithstanding the foregoing, however, a member may be re-appointed to additional successive terms beyond the foregoing limits if the city manager, with advice and consent of the city council, determines that such member serves a vital function on the committee that cannot otherwise be met without difficulty; that such member has attended at least 75% of the committee's meetings throughout the member's tenure and otherwise has provided meritorious service to the committee; and that re-appointment of such member to the successive term is in the best interests of both the committee and the city.
- B. To the extent available, two committee members shall be professionals, as defined by National Park Service regulations, from the disciplines of history, archaeology, planning, architecture or architectural history.
- C. The committee shall meet at least once each calendar quarter and conduct business in accordance with the applicable open public meeting laws.
- D. Written minutes of each committee meeting shall be prepared and made available for public inspection.

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-68

### A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR THE CONVEYANCE OF REAL PROPERTY (GOLDEN HILLS PARK GAP PARCEL)

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agency for consideration as may be agreed upon; and

**WHEREAS**, Salt Lake County (the “*County*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, in November 2010, the County conveyed certain real property known as Golden Hills Park or Bair Tree Park (the “*Park*”) to the City; and

**WHEREAS**, recent surveys have determined that there is an approximately 24-foot-wide gap of real property (the “*Gap Parcel*”) between the Park and two privately-owned parcels of real property located directly to the East, despite the fact that the Gap Parcel is within the presumed boundaries of the Park and was considered to be part of the Park by the County; and

**WHEREAS**, the City would like to clear title to the Gap Parcel so that it clearly is included within the Park, and has agreed to purchase the County’s interest, if any, in the Gap Parcel for \$150 pursuant to an interlocal agreement between the County and the City (the “*Agreement*”); and

**WHEREAS**, the City’s municipal council (the “*Council*”) met in regular session on 28 October 2014 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement; and

**WHEREAS**, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood



Heights that the attached Agreement be, and hereby is, approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-68, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 28<sup>th</sup> day of October 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____ Nay ____
Michael L. Shelton	Yea ____ Nay ____
J. Scott Bracken	Yea ____ Nay ____
Michael J. Peterson	Yea ____ Nay ____
Tee W. Tyler	Yea ____ Nay ____

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of October 2014.

**RECORDED** this \_\_\_\_ day of October 2014.

## Interlocal Cooperation Agreement

**THIS INTERLOCAL COOPERATION AGREEMENT** (this "*Agreement*") is made effective \_\_\_\_\_, 2014, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah ("*County*"), and **CITY OF COTTONWOOD HEIGHTS**, a Utah municipal corporation (the "*City*").

### **RECITALS:**

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the "*Act*") provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and the City are public agencies for purposes of the Act.

D. The County conveyed certain real property located at approximately 8295 South Wasatch Boulevard, Cottonwood Heights, Utah, identified as Parcel No. 22-36-301-007 (the "Park Property"), to the city of Cottonwood Heights (the "City") in November 2010. The Park Property is known as the Bair Tree Park.

E. Recent surveys have determined that there is an approximately 24-foot wide gap of property ("Gap Property") between the Park Property and two parcels of property located directly to the east. The Gap Property is located within the presumed boundaries of Bair Tree Park and was considered to be part of the Park Property by both the County and the City.

F. To the extent that the original deed from the County to the City did not include the Gap Property, the City would like to clear title so that the Gap Property may be included in the Park Property.

G. In order to clear up title to the Gap Property, the City has agreed to purchase whatever interest the County may have in the Gap Property from the County for the amount of \$150.00 which is the County's minimum real estate sale.

F. The parties, wishing to memorialize their arrangement, enter into this Agreement.

### **A G R E E M E N T:**

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Conveyance.** Contemporaneously herewith, County shall convey and transfer whatever interest it has in the Gap Property to the City by executing and delivering to City a quitclaim

deed (the “Deed”) in substantially the form attached hereto as Exhibit A. In conjunction with this conveyance, the City acknowledges that the County has not made any warranty or representation related to the condition of title to the Gap Property.

Section 2. **Consideration.** The Gap Property has been treated and used as part of the Park Property by both the County and the City. Because the original deed was intended to convey all of the property constituting the Bair Tree Park but did not include the Gap Property, the County has determined to accept the County’s minimum real estate sale fee of \$150.00 as consideration for its agreement to convey whatever interest the County may have in the Gap Property to the City.

Section 3. **Use Restriction.** The Gap Property shall be used by the City only for public purposes as part of the Bair Tree Park.

Section 4. **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the parties of all the obligations described herein. The parties intend that the conveyance of the subject real property described in Exhibit A shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 5. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) **No Interlocal Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County’s Mayor or designee and the City’s Manager or designee. Any real or personal property used in the parties’ cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) **Manner of Acquiring, Holding or Disposing of Property.** The Gap Property shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 6. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) **Time of Essence.** Time is the essence in this Agreement.

(i) **Interpretation.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) **Notice.** Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

(k) **Exhibits and Recitals.** The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) **Governmental Immunity.** Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the "Immunity Act"). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and

liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

**IN WITNESS WHEREOF**, the City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, caused this Agreement to be signed by the Mayor, or his designee, his or her signature being duly notarized.

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

**Approved As To Form and Legality:**

R. Christopher Preston R. Christopher Preston  
Deputy District Attorney  
Date: 10/22/2014

**CITY OF COTTONWOOD HEIGHTS**, a Utah  
municipality

By \_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Kory Solorio, City Recorder

**Approved As To Form and Legality:**

\_\_\_\_\_  
Wm. Shane Topham, City Attorney  
Date: \_\_\_\_\_, 2014

Exhibit A  
To Interlocal Cooperation Agreement  
(Quitclaim Deed)

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-69

### A RESOLUTION APPOINTING A REPRESENTATIVE TO THE SOUTH SALT LAKE COUNTY MOSQUITO ABATEMENT DISTRICT

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 28 October 2014 to consider, among other things, approving the appointment of a representative to the South Salt Lake County Mosquito Abatement District (the “*District*”); and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the residents of the City to appoint a representative to the District; and

**WHEREAS**, Councilman **Tee W. Tyler** has served as the City’s representative to the District since February 2010, and has expressed willingness to continue to so serve; and

**WHEREAS**, the manager (the “*Manager*”) of the City has nominated Mr. Tyler to continue to act as the City’s representative to the District; and

**WHEREAS**, the Council is familiar with Mr. Tyler and his qualifications to so act;

**NOW, THEREFORE, BE IT RESOLVED** that the Council hereby consents to the reappointment of **Tee W. Tyler** as the City’s representative to the District, to act until his replacement is duly appointed.

This Resolution, assigned no. 2014-69, shall take effect immediately upon passage as provided herein.

**PASSED AND APPROVED** this 28<sup>th</sup> day of October 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____ Nay ____
Michael L. Shelton	Yea ____ Nay ____
J. Scott Bracken	Yea ____ Nay ____
Michael J. Peterson	Yea ____ Nay ____
Tee W. Tyler	Yea ____ Nay ____

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of October 2014.

**RECORDED** this \_\_\_\_ day of October 2014.



# COTTONWOOD HEIGHTS

## RESOLUTION No. 2014-70

### A RESOLUTION APPROVING ENTRY INTO AN AGREEMENT FOR PUBLIC IMPROVEMENTS (1700 EAST SIDEWALK PROJECT)

**WHEREAS**, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met on 28 October 2014 to consider, among other things, authorizing the City’s entry into an “Agreement for Public Improvements” with Frances V. Gore concerning the construction of certain public improvements at approximately 7059 South 1700 East in the City ( the “*Agreement*”), a copy of which is annexed hereto as an exhibit; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to authorize the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of Cottonwood Heights that the Council hereby authorizes the City’s entry into the Agreement, and authorizes and directs the City’s mayor and recorder to execute and deliver the Agreement on behalf of the City, subject to such modifications to the attached Agreement as the City’s mayor and manager, in consultation with the City’s city attorney, shall deem to be appropriate.

This Resolution, assigned no. 2014-70, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 28<sup>th</sup> day of October 2014.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea ____	Nay ____
Michael L. Shelton	Yea ____	Nay ____
J. Scott Bracken	Yea ____	Nay ____
Michael J. Peterson	Yea ____	Nay ____
Tee W. Tyler	Yea ____	Nay ____

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of October 2014.

**RECORDED** this \_\_\_\_ day of October 2014.

# Agreement for Public Improvements

**THIS AGREEMENT FOR PUBLIC IMPROVEMENTS** (this “*Agreement*”) is entered into effective \_\_ October 2014 between **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (“*City*”), and **FRANCES V. GORE**, an individual whose address is 7059 South 1700 East, Cottonwood Heights, UT 84121 (“*Owner*”).

## **R E C I T A L S :**

A. Owner, as the surviving member of a joint tenancy with her late husband, William Thomas Gore II, owns fee simple title to certain improved real property that is known as 7059 South 1700 East, Cottonwood Heights, UT (the “*Property*”) and is designated by the Salt Lake County Assessor as tax parcel no. 22-28-201-001. The Property abuts a public street known as 1700 East.

B. City has determined that curb, gutter, five-foot sidewalk and related improvements (collectively, “*Improvements*”) should be installed along the east side of 1700 East to connect currently-existing curb, gutter and sidewalk on either side, as shown on the “Proposed Sidewalk Map” (the “*Sidewalk Plan*”) that is attached hereto as an exhibit. As shown on the Sidewalk Plan, this public improvement project (the “*Project*”) will be constructed on the realty fronting the three properties known as 7059 South 1700 East, 7021 South 1700 East, and 7035 South 1700 East (collectively, the “*Affected Properties*”).

C. The Project will include constructing Improvements along the portion of 1700 East that fronts the Property. The purpose of this Agreement is to formalize the parties’ agreement for City’s construction of the Improvements and for City’s restoration any of the Property that is affected by such construction.

D. The parties intend to set forth herein their entire agreement regarding the Project and all related matters, and to supersede hereby and to consolidate herein all of their prior negotiations and agreements, whether oral or written, regarding the same.

## **A G R E E M E N T :**

**NOW, THEREFORE**, in consideration of the recitals above and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Project.** City may proceed with the Project on such timetable as City deems appropriate. City shall give Owner at least one week’s prior verbal or written notice of commencement of the Project. Once commenced, City shall endeavor, through all reasonable means, to cause the Project to be diligently prosecuted to completion. Throughout the Project, City staff shall be available to consult with Owner concerning construction timing, issues, etc. in order to resolve Owner’s legitimate concerns as fully and promptly as reasonably possible. The parties acknowledge, however, that any construction project, no matter how well-planned or well-managed, is disruptive. Consequently, the parties desire to be cooperative and responsive throughout the Project in order to minimize controversy and to assure that the Project is properly

completed in accordance with applicable City standards with as little adverse impact on Owner and the remaining Property as reasonably possible.

Section 2. **Mitigations**. The Property currently contains landscaping and other improvements associated with Owner's residential use of the Property which will be affected by the Project. Given City's desire to minimize the adverse impact of the Project on Owner and the remaining Property, City shall undertake the following mitigations at City's cost as part of the Project:

(a) **Removal of Encroachments**. City will remove all improvements pertaining to the Property which City reasonably believes are located outside the legal boundaries of the Property, including an existing retaining wall, fencing, driveway approaches and driveway segments.

(b) **Mailbox**. The current mailbox on 1700 East will either be reused or replaced with a comparable mailbox, and will be relocated to another place on the Property as reasonably directed by Owner. City will cause a temporary mailbox to be erected for use during the construction process, as reasonably directed by Owner.

(c) **Yard Light**. Any pole light located in the Project area will be relocated closer to the residence on the Property, as reasonably directed by Owner.

(d) **Landscaping**. Landscaping on the Property that is affected by the Project will be replaced or restored to reasonably equivalent condition as before construction commenced. City will work with Owner during the landscape restoration process to help assure that the finished result is reasonably acceptable to Owner.

(i) **Lawn; Foliage**. Affected lawn area will be restored to comparable condition as at present. Affected trees, shrubs, etc. will be replaced using mature stock that is reasonably comparable to the current foliage; provided that the parties acknowledge that the replacement foliage may be of lesser size and caliper than the current foliage due to transplanting constraints, and increased costs, of utilizing equal-sized stock.

(ii) **Sprinkling System**. Affected portions of any sprinkler system on the Property will be repaired, replaced and/or reconfigured to properly irrigate the Property, including use of comparable replacement components and revision of sprinkler "zones" to provide a properly functional whole.

(iii) **Parkstrip**. The parkstrip between the sidewalk and curb (to be constructed) fronting the Property will be constructed of stamped concrete. City will offer Owner, and the owners of the other Affected Properties, the choice of several available patterns and colors, and will install a uniform parkstrip at City's cost as part of the Project.

(d) **Access; Driveways**. Two ingress/egress points (each, an "Access") intersecting with 1700 East currently service the Property, which City believes are located outside of the legal boundaries of the Property. One Access is approximately 45 feet wide, and the other is

approximately 25 feet wide. Such Accesses will be relocated Easterly off the Project area, and will be replaced with comparable concrete entries as at present, including comparable widths. For the 45-foot-wide Access, 15 feet of asphalt driveway will be removed and replaced to match the new driveway entrance. For the 25-foot-wide Access, ten feet of asphalt driveway will be removed and replaced to match the new driveway entrance. Vehicular access to the Property during construction of the Project will be preserved as reasonably possible through use of steel plate ramps, staggering of construction of each of the replacement ramps, etc.

(e) Dust; Staging. City will adopt a construction mitigation plan designed to reasonably minimize Project-caused dust and refuse. City will require its contractors to not place construction vehicles, equipment or materials on the Property except during the limited times that such items are needed to prosecute the restoration work on the Property as contemplated by this Agreement. Worker vehicles, etc. shall not be parked on the Property or elsewhere so as to block access to the Property.

(f) Retaining Wall. A new retaining wall (the “Wall”) will be constructed to retain the Property from the new sidewalk, etc. The Wall will be constructed of reinforced concrete, with footings, entirely on the Property and outside the Project area; will be approximately three feet tall and eight inches thick; will be set back from the new sidewalk approximately one foot, with the resulting gap between the Wall and the sidewalk filled with textured concrete; and will be capped with a one-foot-tall black vinyl chainlink fence; provided, however, that the foregoing attributes of the Wall may be revised as deemed reasonably appropriate by the parties.

(g) Curb and Gutter. Curb and gutter along 1700 East will be installed as part of the Project to remedy stormwater drainage issues.

Section 3. Compensation. City believes that the entire Project area is located outside the legal boundaries of the Property. If before 1 November 2015 Owner proves by clear and convincing evidence that any part of the Project area is located within the Property and therefore is owned by Owner, then City promptly shall purchase fee simple title to such portion at the rate of \$12 per square foot upon its conveyance to City by general warranty deed, free and clear of all liens and encumbrances. Any such claim for compensation by Owner for any asserted “taking” of Property shall be presented to City in clear and comprehensive written form by 1 November 2015. Failing that, Owner’s right to compensation from City under this section 3 shall be deemed irrevocably waived and lapsed.

Section 4. Default. If either party defaults hereunder, then either party may pursue any and all legal and/or equitable remedies against the defaulting party.

Section 5. General Provisions. The following provisions are also an integral part of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(i) Notices. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective addresses set forth herein or to such other address(es) as may be supplied by a party to the other from time to time in writing.

(j) Time of Essence. Time is the essence of this Agreement.

(k) Assignment. Owner may assign or otherwise convey its rights or delegate its duties under this Agreement only in connection with the conveyance of fee title to Owner's Property. Such assignment and delegation shall be deemed to occur automatically and contemporaneously with any such conveyance. No such conveyance shall relieve the original Owner of its obligations hereunder; instead, the original Owner shall remain liable to assure and to guaranty the full and timely performance of all of Owner's obligations hereunder notwithstanding that a successor Owner may then hold legal title to Owner's Property.

**DATED** effective the date first above written.

**OWNER:**

\_\_\_\_\_  
**FRANCES V. GORE**

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

**SUBSCRIBED AND SWORN** to before me on \_\_ October 2014 by **Frances V. Gore**.

\_\_\_\_\_  
Notary Public

**CITY:**

**ATTEST:**

**COTTONWOOD HEIGHTS**, a Utah municipality

By: \_\_\_\_\_  
**Kory Solorio**, Recorder

By: \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr.**, Mayor

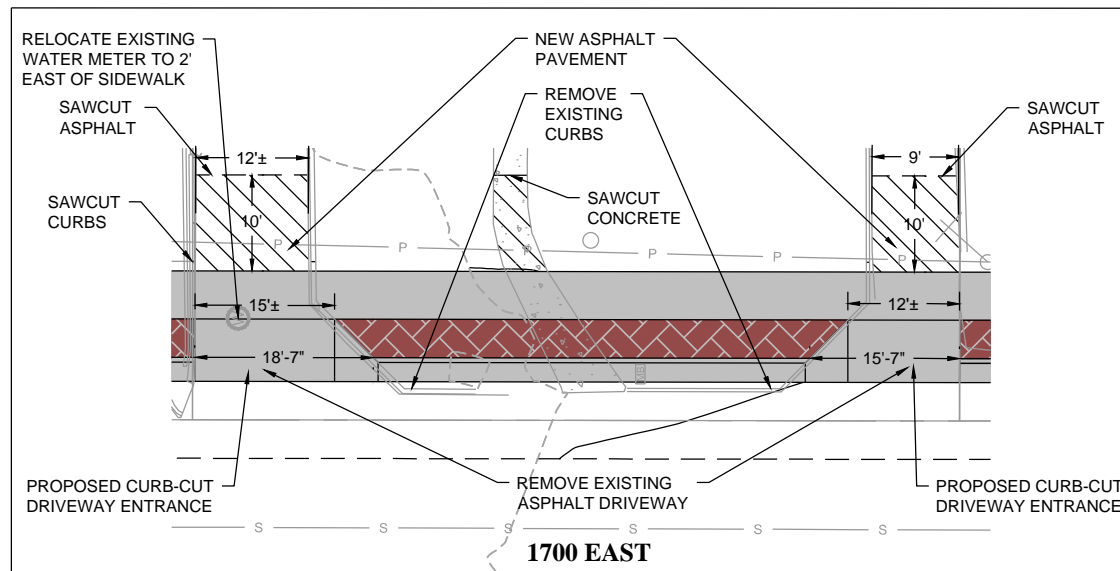
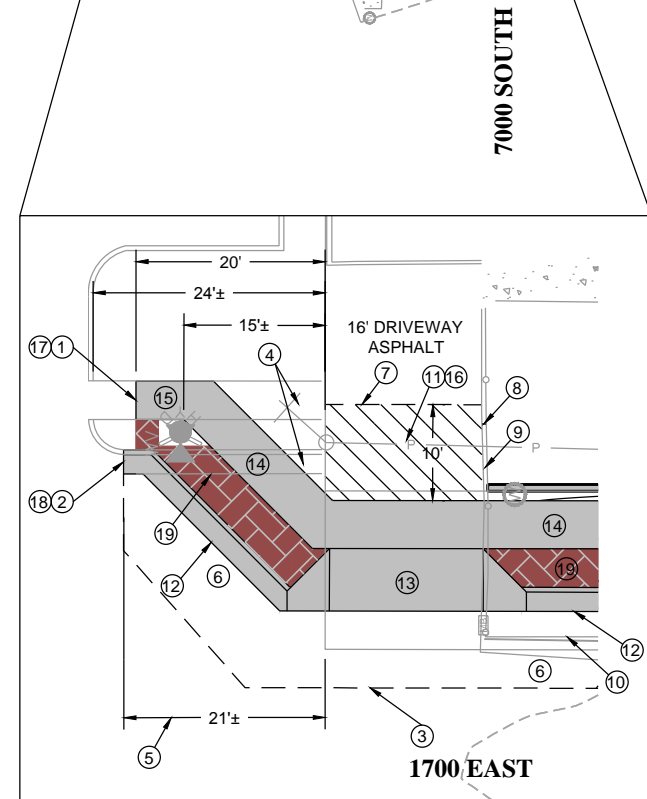
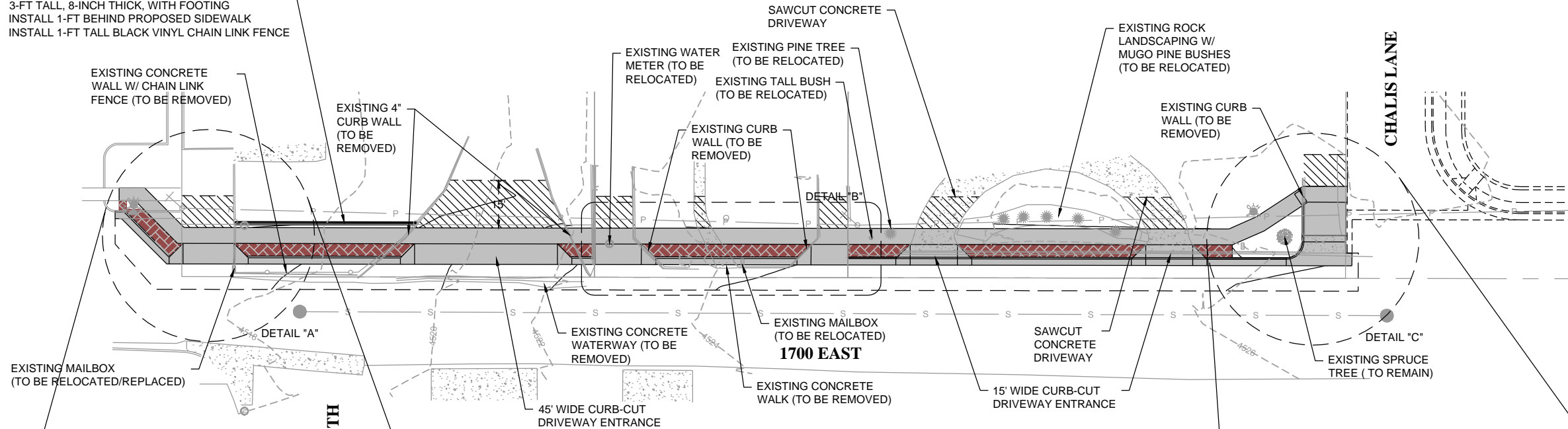
STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

On \_\_ October 2014, personally appeared before me **Kelvyn H. Cullimore, Jr.** and **Kory Solorio**, who being duly sworn, did say that they are the Mayor and City Recorder, respectively, of **COTTONWOOD HEIGHTS**, and said persons acknowledged to me that said municipality executed the same.

\_\_\_\_\_  
Notary Public

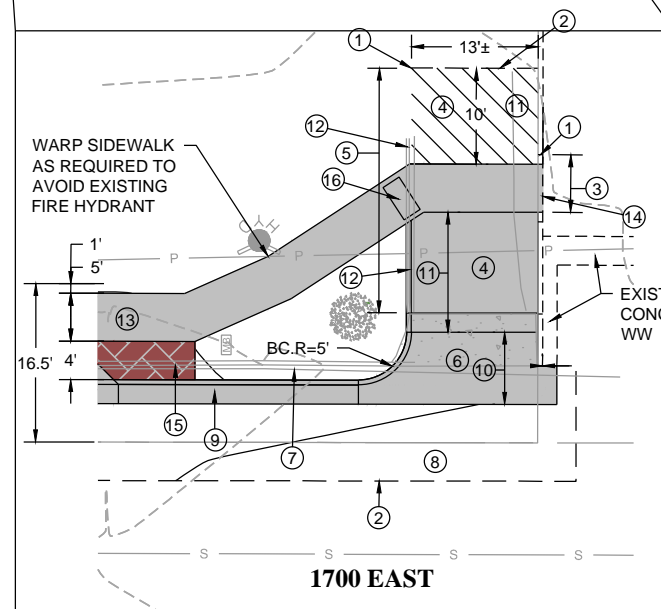
### GORE PROPERTY

- CONSTRUCT CONCRETE RETAINING WALL:
- 3-FT TALL, 8-INCH THICK, WITH FOOTING
  - INSTALL 1-FT BEHIND PROPOSED SIDEWALK
  - INSTALL 1-FT TALL BLACK VINYL CHAIN LINK FENCE



**DETAIL:  
DRIVEWAYS**  
SCALE: 1" = 10'

B  
C.102



**DETAIL:  
SOUTH END OF PROJECT**  
SCALE: 1" = 10'

C  
C.102

1700 EAST SIDEWALK PROJECTS --- CHC.179-2

#### CONSTRUCTION NOTES -- AT NORTH END OF PROJECT:

1. SAW-CUT EXISTING CONCRETE SIDEWALK & CONCRETE PARK STRIP PAVEMENT.
2. SAW-CUT EXISTING CONCRETE CURB & GUTTER.
3. SAW-CUT EXISTING ASPHALT ROADWAY PAVEMENT.
4. BREAK-UP & REMOVE SECTION OF EXISTING CONCRETE SIDEWALK & PARK STRIP PAVEMENT; USE CAUTION TO PROTECT EXISTING FIRE HYDRANT & POWER POLE.
5. BREAK-UP AND REMOVE EXISTING CONCRETE CURB & GUTTER.
6. BREAK-UP AND REMOVE EXISTING ASPHALT ROADWAY PAVEMENT.
7. SAW-CUT EXISTING ASPHALT DRIVEWAY PAVEMENT.
8. SAW-CUT EXISTING CONCRETE CURB WALL.
9. BREAK-UP & REMOVE SECTION OF EXISTING CONCRETE CURB WALL; AND SECTION OF EXISTING CHAIN LINK FENCE.

**DETAIL:  
NORTH END OF PROJECT**  
SCALE: 1" = 10'

A  
C.102

10. BREAK-UP AND REMOVE EXISTING CONCRETE WALL; AND SECTION OF EXISTING CHAIN LINK FENCE.
11. BREAK-UP AND REMOVE EXISTING ASPHALT DRIVEWAY PAVEMENT.
12. CONSTRUCT 30" CONCRETE CURB & GUTTER, WITH 6-INCH THICK GRAVEL BASE.
13. CONSTRUCT CONCRETE CURB-CUT TYPE DRIVEWAY ENTRANCE (16-FEET WIDE).
14. CONSTRUCT 5-FOOT WIDE CONCRETE SIDEWALK (5-INCH THICK), WITH 5-INCH THICK GRAVEL ROAD BASE.
15. CONSTRUCT 4-FOOT WIDE CONCRETE SIDEWALK (5-INCH THICK), WITH 5-INCH THICK GRAVEL ROAD BASE.
16. CONSTRUCT NEW 3-INCH THICK ASPHALT DRIVEWAY PAVEMENT (16-FEET WIDE), WITH 6-INCH THICK GRAVEL ROAD BASE.
17. MATCH TOP OF NEW SIDEWALK TO TOP OF EXISTING CONCRETE SIDEWALK.
18. MATCH NEW CURB & GUTTER TO EXISTING CURB & GUTTER.
19. CONSTRUCT 4-INCH THICK STAMPED COLORED CONCRETE PAVEMENT, WITH 4-INCH THICK GRAVEL BASE.

1700 EAST SIDEWALK PROJECTS --- CHC.179-1

#### CONSTRUCTION NOTES -- AT SOUTH END OF PROJECT:

1. SAW-CUT EXISTING CONCRETE CURB WALLS.
2. SAW-CUT EXISTING ASPHALT PAVEMENT.
3. BREAK-UP & REMOVE SECTION OF EXISTING CONCRETE CURB WALL; USE CAUTION TO PROTECT CONCRETE DRIVEWAY ON SOUTH SIDE OF WALL.
4. BREAK-UP AND REMOVE EXISTING ASPHALT DRIVEWAY PAVEMENT; USE CAUTION TO PROTECT CONCRETE CURB WALL ON SOUTH SIDE OF DRIVEWAY.
5. BREAK-UP & REMOVE SECTION OF EXISTING CONCRETE CURB WALL.
6. BREAK-UP AND REMOVE EXISTING CONCRETE DRIVEWAY PAVEMENT; USE CAUTION TO PROTECT CONCRETE CURB WALL ON SOUTH SIDE OF DRIVEWAY.
7. BREAK-UP & REMOVE EXISTING CONCRETE CURB WALL.
8. BREAK-UP AND REMOVE EXISTING ASPHALT ROADWAY PAVEMENT.

9. CONSTRUCT 30" CONCRETE CURB & GUTTER.

10. CONSTRUCT CONCRETE DRIVEWAY ENTRANCE (13-FEET WIDE); WITH CURB RADIUS ON NORTH SIDE OF DRIVEWAY AND CONCRETE CONNECTION TO EXISTING WATERWAY ON SOUTH SIDE OF DRIVEWAY.
11. CONSTRUCT NEW 3-INCH THICK ASPHALT DRIVEWAY PAVEMENT (13-FEET WIDE), WITH 6-INCH THICK GRAVEL ROAD BASE.
12. CONSTRUCT NEW 6-INCH CONCRETE CURB WALL; MATCH EXISTING CONCRETE CURB WALL AT EAST END, EXISTING DRIVEWAY ENTRANCE CURB RADIUS ON WEST END, AND NEW CONCRETE SIDEWALK, AS INDICATED.
13. CONSTRUCT 5-FOOT WIDE CONCRETE SIDEWALK (5-INCH THICK), WITH 5-INCH THICK GRAVEL ROAD BASE.
14. MATCH TOP OF NEW SIDEWALK TO TOP OF EXISTING CONCRETE DRIVEWAY PAVEMENT.
15. CONSTRUCT 4-INCH THICK STAMPED COLORED CONCRETE PAVEMENT, WITH 4-INCH THICK GRAVEL BASE.
16. FURNISH AND INSTALL ADA DETECTABLE WARNING PAD, APPROX. 13x75

**PROPOSED SITE PLAN**  
SIDEWALK DESIGN PROJECT  
1700 EAST STREET  
COTTONWOOD HEIGHTS, UTAH

REVISION: **A**  
PROJ. # CHC.179  
**C.102**

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**GILSON**  
ENGINEERS INC.